

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **VEHICLE GRAPHICS** as specified herein. Bids must be received by **2:00 p.m.** local time on **May 6, 2024**. Late bids will be neither considered nor returned.

**Deliver Bids to:**

**Bid Number 3553  
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 the Bid Opening Date.**

**SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Robert Mackey, Senior Buyer, at 865.215.5754. Questions may be emailed to [robert.mackey@knoxcounty.org](mailto:robert.mackey@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 solicitations may be obtained online at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).
- 1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.
- 1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.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, which presents the product that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis, schedule basis, an all-or-none basis or by a multiple award. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.
- 1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering submittals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses 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.  
  
**Bids must be in a sealed envelope/box prior to entering the Procurement Division. Procurement Division personnel are not permitted to view the submittal nor assist in placing document in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials for submittals (e.g.: envelopes, boxes, tape).**
- 1.7 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. Or Equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the County. It shall be the responsibility of the bidders, including bidders whose product is referenced; to furnish with 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 bid.

- 1.8 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all 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:

Knox County Procurement Division  
Diane Woods, CPPB, Business Outreach Administrator  
Telephone: 865.215.5760  
Fax: 865.215.5778  
E-Mail: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

- 1.9 CONFLICT OF INTEREST:** Vendors must have read and complied with the “Non-Conflict of Interest” statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.10 DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.
- 1.11 DELIVERY:** Vendors must state the delivery time in their bid. Knox County requires that vendors deliver all products “free on board” to final destination.
- 1.12 DUPLICATE COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No additional copies are required when submitting electronically.
- 1.13 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept electronically transmitted bids when responding through the county's online Procurement system. Email and facsimile submission are strictly prohibited.
- 1.14 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, “KnoxBuys.” The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for online vendor registration and maintenance, electronic receipt of purchase orders, online retrieval and submittal of quotes, bids and proposals for our vendor-clients and online 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 [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement), register as a vendor in our online Procurement system, “KnoxBuys,” if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.15 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.16 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.17 NEW MATERIAL:** Unless specified otherwise in the bid package, the Contractor 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. Contractor submission of other than new materials may be cause for the rejection of their bid.
- 1.18 NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal 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.

**1.19 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 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 E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County E-Commerce Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

**1.20 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.

**1.21 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

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

**1.23 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids be sent electronically. Bids being submitted on paper shall:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- Be made on both sides of each sheet of paper

**1.24 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division before **April 22, 2024 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

**1.25 SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in blue ink. By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.

**1.26 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

**1.27 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.

**1.28 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

**1.29 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.

- 1.30 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.31 **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 bidders list for twenty-four (24) months.
- 1.32 **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](http://www.knoxcounty.org/procurement). Click on "KNOXBUYS," and then "Online Vendor Registration." Vendors must be registered with the Procurement Division prior to submitting their bid.
- 1.33 **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 **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.
- 2.3 **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.
- 2.4 **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 defense based on personal jurisdiction, venue, and inconvenient forum.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award, and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- 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) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, 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 or proposal 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 at any time upon thirty (30) calendar days' notice. 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 these specifications is to set forth and convey to prospective bidders the general type, character and quality of Vehicle Graphics desired by Knox County and the Knox County Sheriff's Office (KCSO). This will include furnishing and installing decals on any Knox County Sheriff vehicles. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 **ADDITION OR DELETION OF GOODS:** Knox County reserves the right to add or delete goods or services as the needs arise. If items are to be added, Knox County and the contractor will arrive at a mutually agreed price.
- 3.3 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of items that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.4 **AUTHORIZED DEALER:** Vendors **must** submit, **with their bid**, signed factory documentation stating they are authorized dealers for the products they are bidding. If vendor is the manufacturer of the product they are bidding, a signed statement stating that fact shall be included with their bid. Failure to comply with this request may be just cause for rejection of their bid.
- 3.5 **AWARD STATUS:** Knox County intends to issue a one-year (1) 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. The renewal option is at the discretion of Knox County. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these items 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.
- 3.6 **BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be required for any or all employees of the successful vendors staff providing services to the Knox County Sheriff's Office (KCSO). Any cost will be borne by the KCSO. Certain felony convictions will prevent individual persons from being on KCSO property.
- 3.7 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.

- 3.8 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County reserves the right to make such changes after consultation with the vendor. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved services.
- 3.9 CONTRACT EXECUTION:** The award of this bid may result in a contract between Knox County and the successful vendor. The Knox County Procurement Division will draft the contract and the contract must be approved by the Knox County Law Department. Knox County will not accept any vendor's contracts or Terms of Agreements, Service Agreements, etc.
- 3.10 CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two vendor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.
- 3.11 DISCONTINUED ITEMS:** The successful bidder shall notify the Knox County Procurement Division of any items that have been discontinued and recommend an appropriate substitution. Knox County Sheriff's Office will be the sole judge if the substitution is appropriate.
- 3.12 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

<b>Price (Materials and Installation)</b>	<b>80 points</b>
<b>Warranty/Replacement Policy</b>	<b>10 Points</b>
<b>Installation Experience</b>	<b>10 Points</b>

- 3.13 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated 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.

- 3.14 INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance showing the specified coverage and naming Knox County as additional insured.
- 3.15 INVOICING:** All invoices shall be mailed in duplicate to the Knox County Sheriff's Office, 400 Main Street, Suite L-149, Knoxville, TN 37902. All invoices must show the purchase order number or contract number. Without this information, the invoice may be rejected for payment. Invoices may also be emailed to [invoices@knoxsheriff.org](mailto:invoices@knoxsheriff.org).
- 3.16 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.
- 3.17 NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

- 3.18 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County **will** comply with all legitimate requests. Submission of your bid will be an acknowledgement to this provision.
- 3.19 PRICING:** The bidder(s) warrants that the unit price stated 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 first 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 contractor may:
- 3.19.1 Continue with the existing prices
  - 3.19.2 Request a lower price increase
  - 3.19.3 Not accept the renewal offer
- If a price increase is approved by Knox County and the Knox County Sheriff's Office, the approval notification will be sent in writing and the contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.
- 3.20 QUANTITIES:** Knox County does not guarantee any quantities of items to be purchased. Purchase orders will be issued on an as needed basis.
- 3.21 REMOVAL OF VENDORS EMPLOYEES:** The successful vendor agrees to utilize only experienced responsible and capable people in the performance of the work. KCSO may require that the successful vendor 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 KCSO.
- 3.22 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **April 22, 2024 at 4:30 p.m.** local time. Submit questions as noted in Section 1.1.

#### **SECTION IV SPECIFICATIONS**

- 4.1 APPLYING THE DECALS:** Before each application, the successful vendor will inspect each vehicle and notify the Fleet Manager of any circumstances where the vehicle graphics will be compromised (i.e. imperfections in the paint, dents, etc.). Each vehicle started with the decal process must be finished in the same day. No partial applications will be acceptable. Before the graphics are applied to the vehicle, KCSO designee must inspect the graphics before they are applied to the vehicle. Any graphics applied prior to inspection of the KCSO designee will not be paid.
- 4.2 APPROVAL OF DECALS:** Once the successful vendor has been issued the "Intent to Award" notification, the Knox County Sheriff's Office must be provided a proof of the decals. Once the decals have been approved, the successful vendor will produce or order the necessary quantities. No decals will be applied to the vehicles without the approval of the Fleet Manager. Any new approved artwork becomes the property of Knox County.
- 4.3 DECAL EXAMPLES INCLUDED FOR PATROL CARS:** A sample of decals is enclosed in this bid document. Please note these examples are not to scale. See Attachment B for photographs of patrol cars. One set of decals shall consist as shown in Attachment B per vehicle. Every area of the vehicle has some decal displayed. Only the bottom or underneath the vehicle has no decals. Areas that have decals: Roof, Left and Right Side of Vehicle and Trunk.
- 4.4 DECALS:** All decals must be printed on 3M ControlTac with 3M gloss clear topcoat, die cut to shape and pre-masked for application. The product thickness, color, strength and adhesive must be able to withstand weather and usage common to law enforcement vehicles. The product should be able to remain intact with minimal damage under conditions normally withstood by the vehicle's paint and surface preparation. Such conditions include:
- 4.4.1 Weather conditions common to East Tennessee, including outside temperature ranges of -10 to 100 degrees Fahrenheit, and including ice and snow build up.

- 4.4.2 Residue and spray from improved and unimproved road surfaces, including preparations used to de-ice roadways (such as sand, salt or other chemicals normally used as de-icing agents).
- 4.4.3 Commercial car wash machines, chemicals, and high-pressure spray.
- 4.4.4 Automated drive-through car wash processes.
- 4.4.5 Extreme engine heat.
- 4.4.6 Common products and processes used to remove road tar, tree sap, and other residue accumulated during routine driving and parking.
- 4.4.7 High speed driving
- 4.5 EXPERIENCE:** Vendors are to detail the Company's installation experience relating to the services requested in this IFB.
- 4.6 INSPECTION OF VEHICLES:** The Procurement Division Office at 1000 North Central Street, Knoxville, TN 37917 can arrange for a vehicle to be onsite at this location in the event a bidder wishes to inspect a Knox County Sheriff's Office vehicle for placement and decal sizes. All vehicle inspections must be completed by **April 22, 2024**. See Section 1.1 for contact information.
- 4.7 INVENTORY:** The successful vendor shall keep a small inventory of Sheriff decals on hand for emergency repairs. The KCSO will work with the awarded vendor to set the number for future needs on hand. The KCSO yearly numbers would be approximately 25-35 units, not including repaired units.
- 4.8 KNOX COUNTY RESPONSIBILITIES:**
- 4.8.1 Furnish the successful vendor a clean vehicle to apply the decals. All vehicles will be washed and dried prior to the successful vendor applying the decals.
- 4.8.2 Furnish the successful vendor basic utilities to apply the decals. This includes electricity and water if needed if the installation takes place on KCSO property.
- 4.8.3 Furnish the successful vendor the use of an indoor bay area in case of inclement weather if the installation takes place on KCSO property
- 4.8.4 If installation takes place at the vendors' place of business, KCSO may deliver and pick up the vehicle after installation is complete. The vendor is permitted to pick-up or deliver vehicle in order to complete install or repair of vehicle. Insurance requirements are attached for coverage requirements.
- 4.9 RESPONSE TIME:** Bidders are to state in their bid the number of **business days** to begin the graphics after receipt of a purchase order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded. Vendor must state the number of business days, not a range of days. For example, an unacceptable answer is "30-60 business days". Vendors must be specific and state either "30 business days" or "60 business days". If vendor states a range of days, Knox County will base their answer on the maximum number of days provided.
- 4.10 SAMPLES:** Bidders are to include with their bid, samples of their decals. If bidding electronically, bidders shall submit via mail or private common carrier the bid samples. The outside of the envelope shall read, "Bid Samples for Vehicle Graphics".
- 4.11 SCOPE:** Vendor will be responsible for installation of Sheriff's Office markings on a variety of year, make and model patrol cruisers both new, used and repaired. In 2022 the Sheriff's Office updated the striping package for its vehicles. Due to this change, there are presently two styles of striping on existing units. Vendor will be responsible for identifying and replacing both styles of striping as needed.
- 4.12 SPECIFICATIONS:** The following specifications must be adhered to:
- 4.12.1 New Design specifications after 2021 model year:
- All vinyl graphics are to be printed, laminated and computer cut.
  - All vinyl graphics are printed on 3M IJ680CR reflective vinyl.
  - All vinyl graphics are laminated with 3M 8518 laminate.
  - Blue stripe specification RGB, 0,17,209
  - Gold letters and background specification RGB 223,189,115
  - Black background RGB 0,0,0
  - All vinyl graphics are computer cut, weeded and pre-masked before installation.

- All vehicles shall be cleaned with Windex and alcohol and/ or 3M minimum specifications.
- Sheriff badge and logo should be designed to original artwork specifications.

4.12.2 Old vehicle design, prior to 2021-year model:

- Graphics to be the same design and size as current vehicles.
- 3M 7125 Scotchcal, 7-year cast vinyl, color blue RGB 000,017,209.
- All other graphics to be digitally printed on: #M Scotchlite Reflective IJ680CR white; Gold to match RGB 223,189,115; Red to match RGB 137,0,34
- Laminated with 3fM 8518 cast gloss over laminate.

**4.13 TESTING:** Testing may be performed at the request of Knox County, by an agent so designated by the County, without expense to Knox County.

**4.14 TYPE OF VEHICLES:** Currently the vehicle graphics will be applied to 2014-2023 Dodge Chargers, and 2020-2024 Dodge Durango vehicles. Graphics will also need to be replaced when vehicles are damaged, become faded or begin to peel. These additional vehicles will include 2004-2012 Ford Crown Victoria's, 2014-2020 Dodge Chargers, 2016-2020 Ford Explorers and other specialized vehicles.

**4.15 WARRANTY / REPLACEMENT POLICY:** Bidders are to state the warranty of the decals they install. Bidders are to state their policy for replacing decals that peel, crack and break-off. Two types of warranty information are being requested: Warranty against fading, shrinking and material failure and the other warranty is a workmanship warranty.

**Note: Bidders need not return pages 1-10 with their response. If bidding electronically, you must attach required documents to your response. If you have any questions please contact the Buyer referenced in Section 1.1 of this document before you submit your bid response.**



**SECTION V VENDOR'S INFORMATION FOR INVITATION FOR BID #3553, VEHICLE GRAPHICS**

5.1 Vendor Name \_\_\_\_\_

5.2 Knox County Vendor Number \_\_\_\_\_

5.3 Vendor Address \_\_\_\_\_

5.4 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5.5 Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

5.6 Contact Person \_\_\_\_\_

5.7 E-Mail Address \_\_\_\_\_

5.8 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 \_\_\_\_\_  
(Please sign original in blue ink)

5.9 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 as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing signature \_\_\_\_\_  
(Please sign original in blue ink)

5.10 Knox County Business License Number (If applicable). Please enclose a copy of license with bid.  
\_\_\_\_\_

5.11 Will you accept Knox County's VISA Card as a form of payment without additional fees? \_\_\_ Yes \_\_\_ No

5.12 Have you included the documentation required in Section 3.4? \_\_\_ Yes \_\_\_ No

5.13 Have you enclosed the signed Insurance Checklist as per Section 3.14? \_\_\_ Yes \_\_\_ No

5.14 I certify that I am only bidding 3M products: \_\_\_ Yes \_\_\_ No

5.15 Cost per decal set and installing on each Dodge Charger vehicle: \$ \_\_\_\_\_

Cost per decal set and installing on each Dodge Durango vehicle: \$ \_\_\_\_\_

5.16 Guaranteed business days until installation after receipt of Purchase Order: \_\_\_\_\_

5.17 State your Warranty Policy against fading, shrinking and material failure: \_\_\_\_\_  
\_\_\_\_\_

5.18 State your Workmanship Warranty: \_\_\_\_\_

**5.19 State your Installation Experience (additional information on installation experience may be attached):**

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**5.20 I acknowledge the receipt of: (Please write "Yes" if you received one)**

**ADDENDA 1 \_\_\_\_\_ ADDENDA 2 \_\_\_\_\_ ADDENDA 3 \_\_\_\_\_ ADDENDA 4 \_\_\_\_\_**

**5.21 Do you accept the terms and conditions of the bid? \_\_\_\_\_YES \_\_\_\_\_NO \_\_\_\_\_ YES WITH EXCEPTION**

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

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**Failure to include any item above or any item listed in this bid may result in the bid deemed non-responsive.**

**ATTACHMENT A  
KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
BID NUMBER 3553**

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 ANY AUTO-SYMBOL (1) X				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	
			CLAIM MADE	X	OCUR	EACH OCCURRENCE	\$ 1,000,000	
						FIRE LEGAL LIABILITY	\$ 100,000	
						MED EXP (Per person)	\$ 5,000	
		GEN'L AGGREGATE LIMITS APPLIES PER				PERSONAL & ADV INJURY	\$ 1,000,000	
			POLICY	X	PROJECT	LOC	GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS-COMPLETED OPERATIONS/AGGREGAT E	\$ 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						
YES	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 NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.  
22. 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 CONTRACTOR NAMED BELOW AND HAVE ADVISED THE CONTRACTOR OF REQUIRED COVERAGE.

AGENCY NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

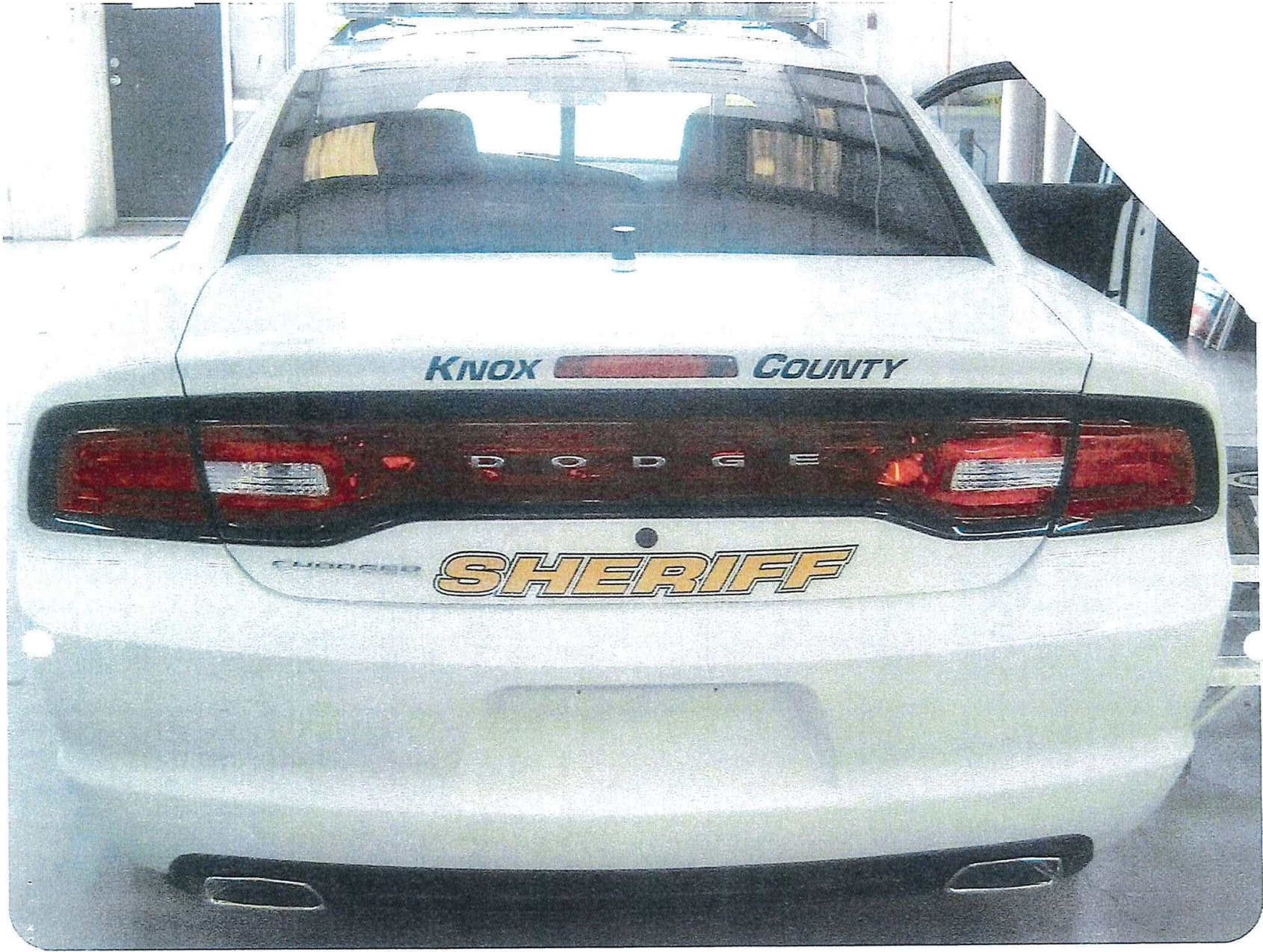
CONTRACTOR'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

CONTRACTORS NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

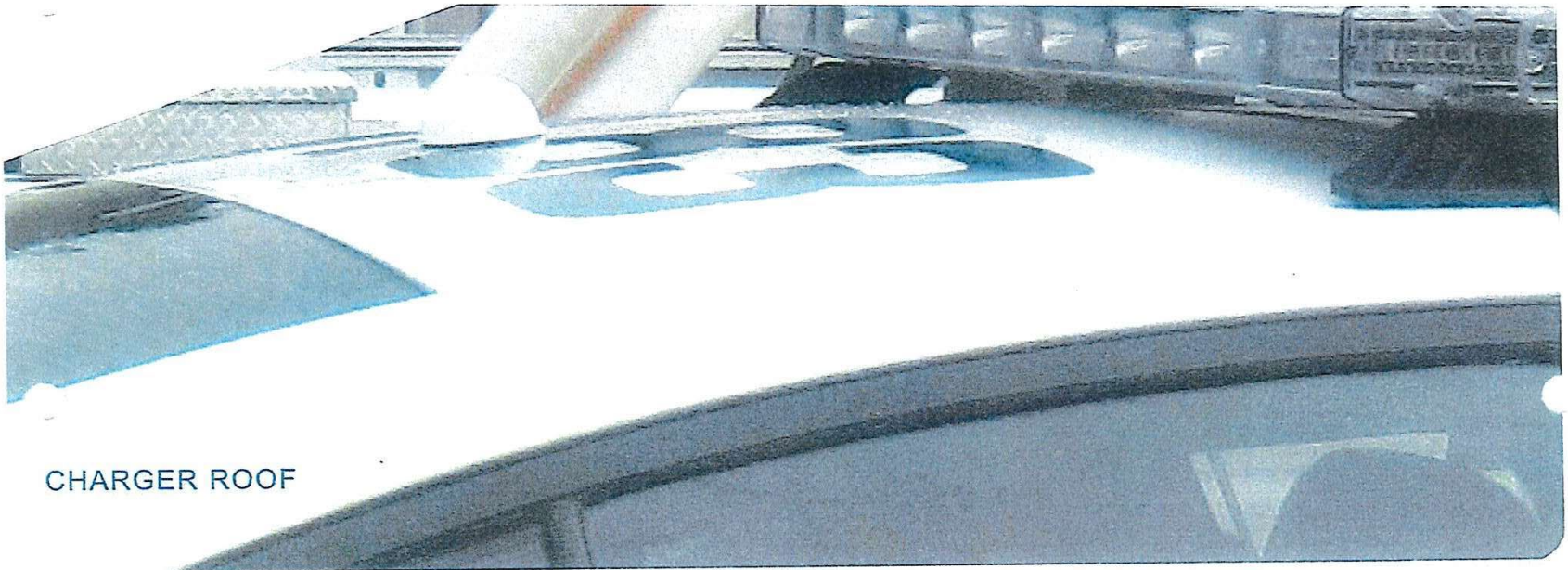
ATTACHMENT B











CHARGER ROOF

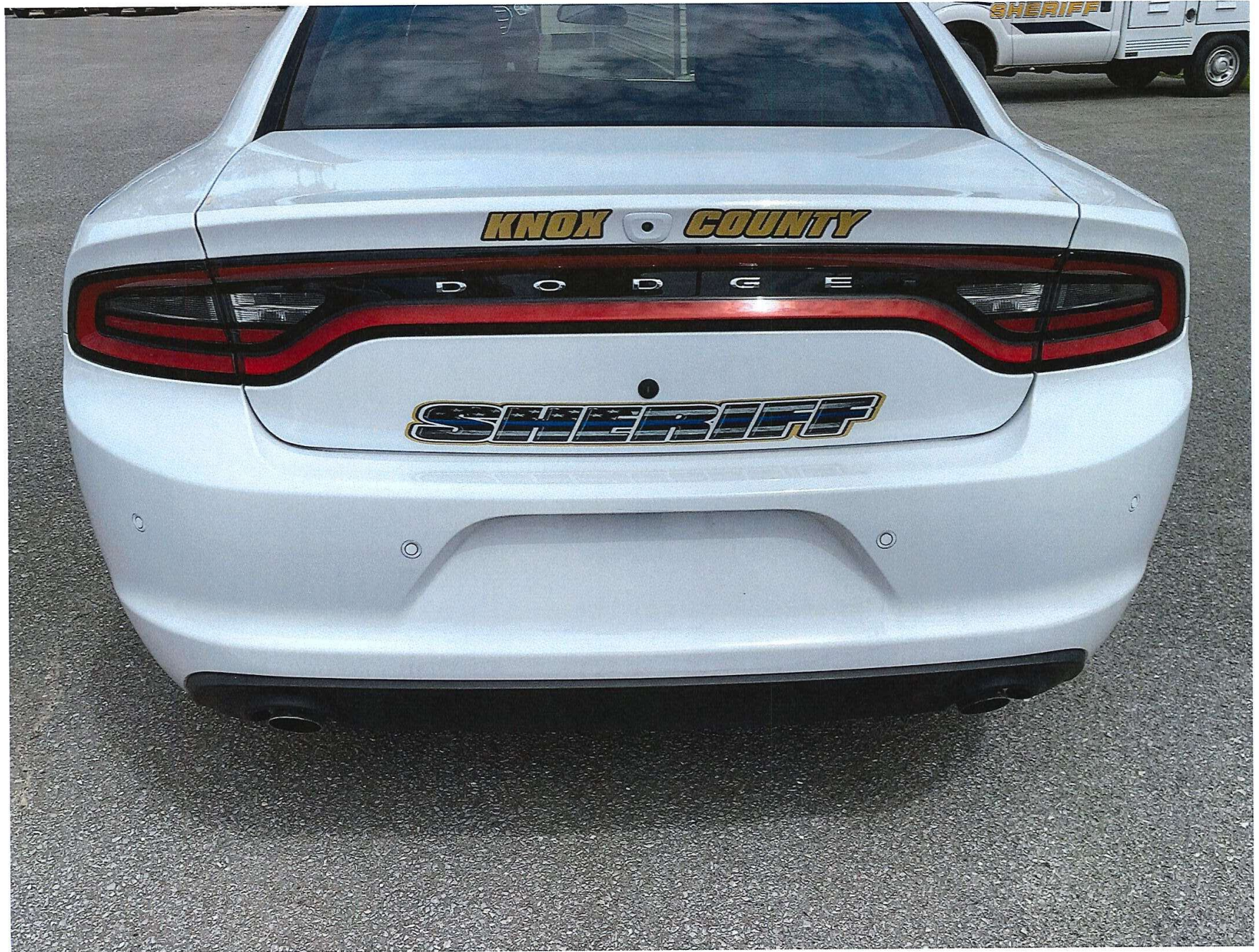








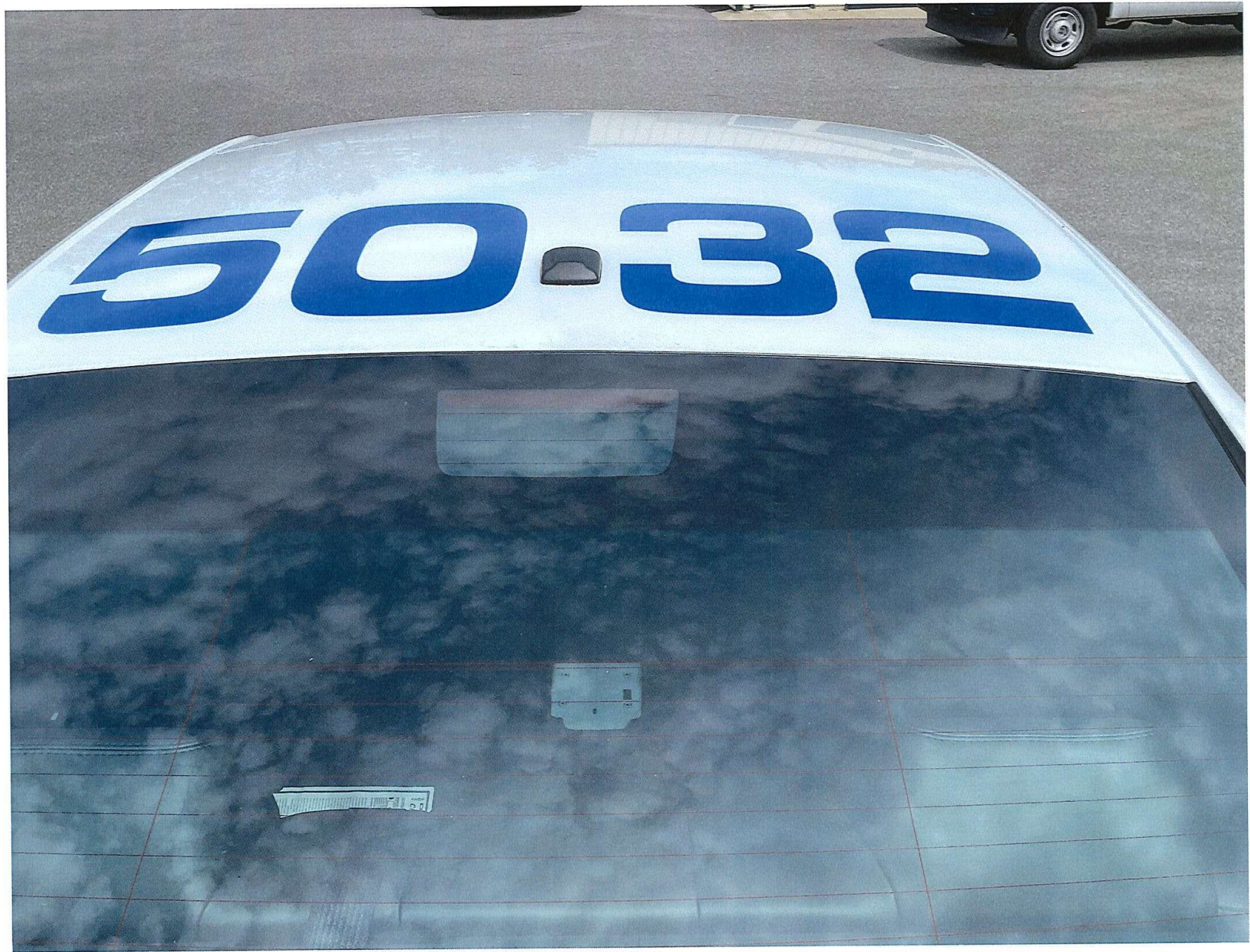








































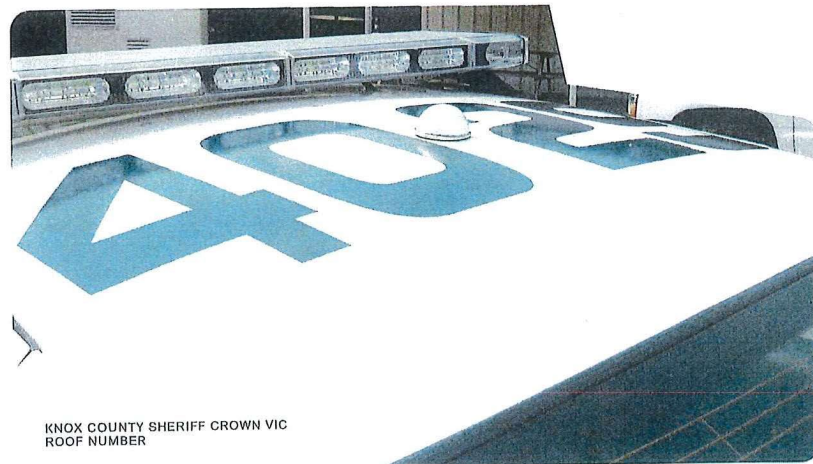
KNOX COUNTY SHERIFF CROWN VIC  
REAR VIEW



KNOX COUNTY SHERIFF CROWN VIC  
RIGHT REAR TRUNK LID



KNOX COUNTY SHERIFF CROWN VIC  
REAR TRUNK LID



KNOX COUNTY SHERIFF CROWN VIC  
ROOF NUMBER

KNOX COUNTY SHERIFF CROWN VIC  
ROOF PILLAR BEHIND REAR WINDOWS



KNOX COUNTY SHERIFF CROWN VIC  
REAR FENDERS BOTH SIDES

