

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Presort Mailing Services** as specified herein. Bids must be received by **2:00 p.m. on August 3, 2021**. Late bids will neither be considered nor returned.

**Deliver Bids To:**

**Bid Number 3064  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917**

**The Bid Envelope must show the 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 Jay Garrison, CPPPO, CPPB, Procurement Coordinator, at 865-215-5767. Questions may be faxed to 865-215-5778 or emailed to [jay.garrison@knoxcounty.org](mailto:jay.garrison@knoxcounty.org). Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet 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 sixty (60) 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 meeting specifications which 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 all-or-none basis, line item basis or schedule basis. Knox County reserves the right to make 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 bidders, when hand delivering bids, to time date and stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. 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 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and weather delays:

- 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.

**1.8 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 be submitted as one (1) marked original and one (1) exact copy. No copies are needed with an electronic bid response.
- 1.10 **DELIVERY:** Vendors must state the delivery time in their bids. Knox County requires that vendors deliver all products "free on board" destination.
- 1.11 **DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors must also provide descriptive literature with their bid.
- 1.12 **DECLARATIVE STATEMENTS:** 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 will result in the bid being considered non-responsive and disqualified.
- 1.13 **DISADVANTAGED BUSINESS PROGRAM:** Knox County has established a Disadvantaged Business 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 Disadvantaged Business Program, please contact:

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

- 1.14 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Facsimile submission is strictly prohibited.
- 1.15 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Procurement On-Line". 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](http://www.knoxcounty.org/Procurement), register as a vendor in our on-line Procurement system, "Knox Procurement On-Line", 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 subsection 1.1 of this document.
- 1.16 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.17 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.18 **NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

- 1.19 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (Visa). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their bid response if the vendor will accept Knox County's Credit 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 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 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. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.
- 1.25 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.26 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.
- 1.27 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.
- 1.28 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.
- 1.29 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](http://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 less than twenty-four (24) hours prior to the bid opening time.
- 1.30 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.8 GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 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 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.
- 2.16 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) Item Description, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.19 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.
- 2.20 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.21 TERMINATION:** County may terminate this agreement with or without cause at anytime. 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.
- 2.22 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

### SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of a pick up, metered first class and presort mail service desired by Knox County and Knoxville's Community Development Corporation (KCDC). As stated in the title of this solicitation, "Knox County" shall include Knox County and KCDC. 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 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 OR DELETIONS:** Knox County reserves the right to add or delete goods or services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.4 AWARD STATUS:** Knox County intends to issue a one (1)-year award. Upon the mutual agreement of the successful bidder 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 and each participating entity. Should Knox County or any other participating entity desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other bidders if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the successful bidder.
- 3.5 BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restriction 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 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 of 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.
- 3.7 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 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 service.
- 3.8 CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful bidder. Knox County will draft the Contract and bidders agreements and/or forms will not be accepted. As other entities may use the resulting award, they will have separate Contracts with the successful bidder. Their boards may also have to approve the Contract.
- 3.9 COOPERATIVE PURCHASING:** Bidders are to indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price.
- 3.10 EVALUATION CRITERIA:** The following criteria will be used to evaluate each bid. The number represents maximum possible points in each category.

Price	80 points
Contractor's Pick-up Schedule	20 points

- 3.11 EVALUATION REVIEW:** Knox County (and participating entities) reserves the right to use all pertinent information (also learned from sources other than disclosed in the IFB process) 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 a part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source.

Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid closing. The purpose of such discussions/interviews are to provide clarification and/or additional information to make an award which is in the best interest of Knox County.

**3.12 INCURRED COST:** Cost incurred in developing the bid or in anticipation of a award or, prior to full and final execution of the agreement is entirely the responsibility of the bidder and shall not be chargeable to Knox County or any other participating entity.

**3.13 INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its his insurance agent sign the attachment and submit it with the bid.

**3.14 INVOICING:**

**FOR KNOX COUNTY GOVERNMENT MAIL ALL INVOICES TO:**

Knox County Finance-Accounts Payable  
400 Main Street Suite 630  
Knoxville, Tennessee 37902  
Attention: Danny Lyons

**FOR KCDC E-MAIL ALL INVOICES TO:**

[invoices@kcdc.org](mailto:invoices@kcdc.org)

**3.15 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.

**3.16 NO CONTACT POLICY:** After the date and time the bidder receives this IFB, any contact initiated by any bidder with any Knox County (or other participating entity) representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bid is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

**3.17 PRICING:** The vendor(s) warrants that the unit price stated shall remain firm for a period of one (1) year from the first day of the Contract period. If the vendor's price is increased after the second term, 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 written documentation to support the requested adjustment; 3) notice to Knox County be given 30 days before the contract renewal period begins. Price increases will only be considered at the renewal period(s). If the price increase is rejected, the vendor may:

- A. Continue with the existing price
- B. Request a lower price increase
- C. Not accept the renewal offer

If a price increase is approved by Knox County the approval notification will be done 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.

**3.18 QUANTITIES:** Knox County does not guarantee any quantities of goods or services will be ordered under this agreement.

**3.19 SUBMIT QUESTIONS:** Bidders are to submit questions in written format to Jay Garrison, CPPB, Procurement Coordinator no later than **July 16, 2021 by 4:30 pm local time**. Questions must be faxed to 865.215.5778 or emailed to [jay.garrison@knoxcounty.org](mailto:jay.garrison@knoxcounty.org). The Knox County Procurement Division will issue written addendum to all bidders.

## SECTION IV SPECIFICATIONS AND INFORMATION

- 4.1 CONTRACT ADMINISTRATORS:** Each entity has its own personnel directly associated with the service to be performed. These are referred to as the Contract Administrators. While they have the authority, respective to their agency, to make changes needed during the term of the agreement, all changes must be sent to the Knox County Procurement Division as well.

### **Knox County Government:**

Jay Garrison Phone: 865-215-5767 Fax: 215-5778 Email: [jay.garrison@knoxcounty.org](mailto:jay.garrison@knoxcounty.org)

### **Knoxville's Community Development Corporation:**

Hazel Orick Gibson Phone: 865-403-1133 x 1135 E-mail: [hgibson@kcdc.org](mailto:hgibson@kcdc.org)

- 4.2 FACILITY INSPECTION:** The County shall have the right to inspect the Contractor's place of business and methods of operation.

- 4.3 IMPROPERLY LABELED MAIL:** Contractor will not be responsible or liable for any costs or damages incurred because the County (or participating entity) has applied incorrect postage meter rate, omitted "PRESORTED FIRST CLASS" stamp, or used erroneous address and/or zip codes.

### **4.4 KNOX COUNTY AND KCDC SHALL:**

- Affix postage at appropriate "presort" rate.
- Stamp all mail "PRESORTED FIRST CLASS".
- Date mail for the pick-up date.
- Have the County's mail addressed, sealed, pre-metered at the First Class presorted rate, dated the date sealed and ready for pick-up at the times set.

- 4.5 MAIL PREPARATION AND PROCESSING:** Contractor shall insure all mail is sorted by zip code sequence, bundled, labeled, bar-coded and prepared in full compliance with the United States postal regulations and applicable state and federal laws to qualify for United States Postal Service's (USPS) "presorted" postage rate.

- The Contractor will process and dispatch all mail on the same day picked up, meeting U.S. Postal Services daily schedules for discounted mail dispatches. The Contractor will meet all U.S. Postal Services schedules, conditions and requirements applicable to discount-rate mailers.
- All mail must be processed and the Contractor must merge the mail with other client's and deposited into the USPS service system.
- Minimum piece counts will not be required as amount may vary on a daily basis.
- Contractor agrees to pay additional postage to USPS for non-qualifying pieces at time of deposit and will invoice the County accordingly for reimbursement. Contractor must provide receipts for the overages incurred.
- Special pick-up must also be available with sufficient notice.
- The Contractor may be required to add additional postage for mail that cannot be presorted.
- The Contractor will pick-up bulk mail and sort it in such a manner that the lowest postage is received.
- The Contractor will provide Bulk Rate Mailing Services, when Invitationed, which will include the requirements necessary for preparing mail for bulk rate and the necessary paperwork required by the USPS. Please note that some departments may require pick up and delivery of bulk rate mail to the USPS Weisgarber Road Central Mailing Facility.

- 4.6 PICK UP KNOX COUNTY:** Contractor shall pick up Knox County's first class mail from the County Mailroom located in Suite L-108, City-County Building, 400 Main Street, Knoxville, TN, 37902, on a daily basis, Monday through Friday, excluding County holidays. Contractor shall pick up mail from the Knox County Clerks Office at Old Courthouse, 300 Main St. Rm. 127. Additional locations may be added during the course of the Contract. All mail picked up shall be postmarked with the same day's date. The first pick up for the day shall be between 11:00 a.m. – 12:00 p.m. The last pick up for the day shall be no earlier than 3:00 p.m. and no later than 4:00 p.m. Pick up must be available daily – Monday through Friday. No weekend or holiday pick up is required.

- 4.7 PICK UP FOR KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION (KCDC):** KCDC will work with the successful vendor to have the vendor pick up its mail during the day, as many times as is necessary to meet the requirements of KCDC and agreed to in the Contract.



All mail picked up shall be postmarked with the same day's date. It is preferred that the last pick up for the day shall be no earlier than 2:30 p.m. and no later than 3:45 p.m. Pick up must be available daily – Monday through Friday. Weekend or holiday pick-up is not required.

- 4.8 **PRICES:** The prices bid shall represent the total charge by the Contractor to presort each piece of first class mail. If the Contractor has the ability to obtain additional discounts due to additional sorting or marking and, therefore, reduce the cost to the County (and other participating entities), this should be reflected in the bid price. Prices should be entered in cents or fraction of a cent per piece. For example: \$.01, \$.0098, \$.015, etcetera. Supplies such as letter trays and bags will be provided by the Contractor. Price to be included in the bid.
- 4.9 **QUANTITY KNOX COUNTY:** An estimated 650,000 pieces of First Class mail will be presorted and processed each Contract year. The County estimates its daily volume of letter mail to be approximately 1500 pieces. The County agrees to reimburse the Contractor in an amount equal to the difference between full First Class and Basic Presort postage rates to be determined by the actual piece count.
- 4.10 **QUANTITY KCDC:** An estimated 37,000 pieces of First Class mail will be presorted and processed each Contract year. KCDC estimates its daily volume of letter mail to be approximately 140 pieces. KCDC agrees to reimburse the Contractor in an amount equal to the difference between full First Class and basic presort postage rates to be determined by the actual piece count. Estimate Numbers are higher currently due to COVID requirements; KCDC may adjust downward to pre-Covid numbers at some point.
- 4.11 **REQUIREMENTS CONTRACT:** While the participating entities have presented realistic volume information herein, there is not a guarantee (implicit or explicit) as to the volume of mail that may result from this Contract. The proposer acknowledges that this is a requirements Contract and as such will be used only as the needs arise.

**NOTE: Bidders need not return pages 1-9 with their response.**

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

5.2 Vendor Address \_\_\_\_\_

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

5.3 Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

5.4 Vendor Number As Assigned By The Knox County Procurement Division \_\_\_\_\_

5.5 Contact Person \_\_\_\_\_ e-mail: \_\_\_\_\_

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

Authorizing Signature: \_\_\_\_\_

5.7 Vendor's Knox County Business License Number \_\_\_\_\_  
(If Applicable) *Attach A Copy Of The License.*

5.8 Did you complete the pricing sheet as per Section VI? Yes: \_\_\_\_\_ No: \_\_\_\_\_

5.9 Did you complete the pick up schedules in Section VI? Yes: \_\_\_\_\_ No: \_\_\_\_\_

5.10 Did you include the correct number of copies as per Section 1.9? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.11 Will you accept an electronic commerce card (Visa) as payment? Yes: \_\_\_\_\_ No: \_\_\_\_\_

5.12 Will your company allow Cooperative purchasing with other governmental agencies within the State of Tennessee? Yes: \_\_\_\_\_ No: \_\_\_\_\_

5.13 Did you complete and return the Insurance Checklist with your bid submittal? Yes: \_\_\_\_\_ No: \_\_\_\_\_

5.14 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_ Addendum 4 \_\_\_\_\_

5.15 Do you accept the terms and conditions of the bid? YES \_\_\_\_\_ NO \_\_\_\_\_ YES WITH EXCEPTION \_\_\_\_\_  
(Place a "X" beside your)

If not please give your detailed explanation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**SECTION VI VENDOR PRICING AND SCHEDULE INFORMATION BID 3064 PRESORT MAILING SERVICES**

**VENDOR** \_\_\_\_\_

	<b>COST PER PIECE FOR THREE DIGIT ZIP CODE PROCESSING (Including all fees and taxes)</b>	<b>COST PER PIECE FOR FIVE DIGIT ZIP CODE PROCESSING (Including all fees and taxes)</b>
Pre-Sort and Barcode First Class Mail		
Pre-Sort and Barcode First Class Postcards		
Pick Up, Pre-Sorting and Mailing Fees		
3 <sup>rd</sup> Class Bulk Sorting (including pick up and drop-off)		
Price for Inserting		
Price for Bursting		
Price for Folding		
Price for License Plate Mailing		

**Knox County Required Pick-up Schedule (Monday – Friday excluding County Holidays):**

**First Pick-up Time: 11:00 am – 12:00 pm**                      **Yes: \_\_\_\_\_ No: \_\_\_\_\_**

**Second Pick up Time: 3:00 pm – 4:00 pm**                      **Yes: \_\_\_\_\_ No: \_\_\_\_\_**

**KCDC Required Pick-up Schedule (Monday – Friday excluding KCDC Holidays):**

**Pick-up Time: 3:30 pm – 4:30 pm**                      **Yes: \_\_\_\_\_ No: \_\_\_\_\_**

**ATTACHMENT A**

**KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
REQUEST FOR PROPOSAL NUMBER 3064**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

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 <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	X	ANY AUTO-SYMBOL (1)														<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">COMBINE SINGLE LIMIT (Per-Accident)</td> <td style="width: 20%; 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)													
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YES	4.	COMMERCIAL GENERAL LIABILITY	LIMITS																																			
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	POLICY	X	PROJECT	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	\$5,000,000																																			
		PROFESSIONAL LIABILITY																																				
NO	10.	<table border="1" style="width: 100%;"> <tr> <td style="width: 20px;"></td> <td style="width: 100px;">ARCHITECTS &amp; ENGINEERS</td> <td style="width: 20px;"></td> </tr> <tr> <td></td> <td>ASBESTOS &amp; REMOVAL LIABILITY</td> <td></td> </tr> <tr> <td></td> <td>MEDICAL MALPRACTICE</td> <td></td> </tr> <tr> <td></td> <td>MEDICAL PROFESSIONAL LIABILITY</td> <td></td> </tr> </table>		ARCHITECTS & ENGINEERS			ASBESTOS & REMOVAL LIABILITY			MEDICAL MALPRACTICE			MEDICAL PROFESSIONAL LIABILITY		<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">\$1,000,000 PER OCCURRENCE/CLAIM</td> <td style="width: 20%;"></td> </tr> <tr> <td>\$2,000,000 PER OCCURRENCE/CLAIM</td> <td></td> </tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> <td></td> </tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> <td></td> </tr> </table>	\$1,000,000 PER OCCURRENCE/CLAIM		\$2,000,000 PER OCCURRENCE/CLAIM		\$1,000,000 PER OCCURRENCE/CLAIM		\$1,000,000 PER OCCURRENCE/CLAIM																
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NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																			
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																																			
NO	13.	MOTOR CARGO INSURANCE																																				
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																																			
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																																			
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																																			
NO	17.	DISHONESTY BOND	\$																																			
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																																			
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																																			

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.

**21. Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.**

**22. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto.**

**23. Certificate of Insurance shall show the Request for Qualification number and title.**

**24. Other insurance required \_\_\_\_\_.**

**Insurance Agent's Statement and certification: I have reviewed the above requirements with the Provider named below has advised the Provider of required coverage not provided through this Agency.**

**Agency Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_**

**Provider's Statement and Certification: If awarded the contract, I will comply with the contract insurance requirements.**

**Provider Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_**