



**SECTION 00140  
INFORMATION FOR BIDDERS**

1. Separate sealed bids for the **(PROJECT NAME)**, will be received by the Knoxville Utilities Board, an agency of the City of Knoxville, (the "OWNER") 4505 Middlebrook Pike, Knoxville, Tennessee 37921, until **2:00 p.m. local time, on (DATE)**, and then at said time publicly opened and read aloud.
2. Description of work: (Enter the Engineer’s description of work here)  
XX  
XX
3. **(Use the following text when there is a mandatory prebid meeting, replace the text with [This Section Not Used] if there is not a mandatory prebid meeting )**  
**A mandatory pre-bid meeting will be held on (Month Day, Year) at (Time of Day) in the Procurement Conference Room at the KUB Hoskins Operations Center, 4505 Middlebrook Pike. You must attend this meeting in order to be eligible to bid. In addition, the meeting will begin promptly at (Time of Day) and once the meeting commences, no bids will be accepted by KUB from bidders arriving late to the meeting.**
4. **KUB is inviting pre-qualified contractors in the following areas: (enter categories). Replace the text with [This Section Not Used] if there are no pre-qualification requirements**
5. Project Schedule: (Cut and paste Schedule from bid invitation letter here. Be sure to note if a prebid meeting is mandatory or not.)  
XX  
XX
6. Each Bid must be submitted in a sealed envelope, addressed to:  
**Knoxville Utilities Board  
Procurement Department \*\*\*Bid Room\*\*\*  
4505 Middlebrook Pike  
Knoxville, Tennessee 37921**
7. Each sealed envelope containing a Bid should have the Bid Contractors Cover Sheet, 00030-3, securely attached thereto with all required information included. **If forwarded by mail or package delivery service, the sealed envelope containing the Bid must be enclosed in another envelope clearly marked on the outside with the notation “Bid**

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**Enclosed” and addressed to the Procurement Department \*\*Bid Room\*\*, Knoxville Utilities Board, 4505 Middlebrook Pike, Knoxville, Tennessee 37921.**

8. All Bids must be made on the attached Bid Form (Section 00330). Additional copies may be obtained from the OWNER. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required. On unit price bids, entering a zero for the unit cost of a bid item indicates the bidder requires no compensation for completion of that item.
9. The OWNER may waive any informalities or minor defects and may reject any and all Bids. Any Bid may be withdrawn prior to the above-scheduled time for the opening of the Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No bidder may withdraw a Bid until 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the bidders.
10. The OWNER will make available for inspection by bidders prior to bidding at KUB Engineering, 4505 Middlebrook Pike, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the CONTRACTOR. The CONTRACTOR shall provide the OWNER copies of any written agreements with private landowners that the CONTRACTOR obtains for such additional land or access thereto.
11. The Bidding Documents contain the information required for the construction of the Project. All questions about the meaning or intent of the Bidding Documents are to be submitted to the OWNER in writing. Interpretations or clarifications considered necessary by the OWNER in response to such questions will be issued by Addenda mailed, faxed, or delivered to all parties recorded by the OWNER as having received the Bidding Documents. Any other written or oral information obtained from an officer, agent, or employee of the OWNER or any other person will be without legal effect. Bidders must acknowledge receipt of Addenda on the Bid Form (Section 00330).
12. It is the responsibility of each bidder before submitting a Bid to examine and carefully study the Bidding Documents, including any Addenda and any other referenced data identified in the Bidding Documents, including KUB’s Standard Specifications, if referenced herein. Furthermore, each Bidder shall visit the Site and become familiar with and satisfy bidder as to the general, local, and Site conditions, including but not limited to surface and subsurface conditions, that may affect cost, progress, and the performance of the Work. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to its Bid.

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13. On request, OWNER will provide access to the Site for Bidder to conduct such examinations, investigations, explorations, tests, and studies deemed necessary for development of bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable laws and regulations relative to excavation and utility locates.
14. It is the responsibility of each bidder before submitting a Bid to become familiar with and satisfy bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.
15. It is the bidder's responsibility to determine if sales or use taxes are required to be paid on the Work and to what extent. If sales and/or use taxes are payable in connection with the Work, all such taxes must be included in the Bid.
16. Each Bid must be accompanied by bid security made payable to the OWNER for five percent (5%) of the bidders Bid price and in the form of a certified cashier's check or a bid Bond (Section 00411) issued by a surety meeting the requirements of Article 5 of the General Conditions (Section 00700). As soon as the Bid prices have been compared, the OWNER will return the bid security of all except the three lowest responsible bidders. When the Agreement is executed, the bid security of the two remaining unsuccessful bidders will be returned. The bid security of the successful bidder will be retained until the payment Bond and performance Bond have been executed and approved, after which it will be returned.
17. A performance Bond and a payment Bond, each in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Agreement. To the extent required by state law, the OWNER shall have the right to require additional payment and performance Bonds.
18. Attorneys-in-fact who sign Bid Bonds or payment Bonds and performance Bonds must file with each Bond a certified and effective date copy of their power of attorney.
19. All bonding companies shall be listed in the U.S. Treasury Department Federal Register for bonding companies and be licensed to do business in the state of Tennessee.
20. The OWNER may make such investigations as deemed necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the OWNER all information and data for this purpose that the OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the

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obligations of the Agreement and to complete the Work contemplated therein. A conditional or qualified Bid will not be accepted.

21. If a Bid is accepted by the OWNER, the Award will be made to the responsive and responsible bidder whose Bid is determined to contain the lowest evaluated Bid as described in the Bid Form (Section 00330) and who is determined by OWNER to be fully qualified and able to perform the Work for the Contract Price and within the Contract Times.
22. The bidder to whom the Contract is awarded will be required to execute the Contract in the form attached hereto (the "Agreement") and obtain the certificate of insurance, the performance Bond, and the payment Bond within ten (10) calendar days from the date the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the bidder to execute the Agreement and return the executed Agreement to the OWNER within such ten (10) day period, the OWNER may consider the bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the OWNER.
23. The OWNER, within sixty (60) days of receipt of acceptable performance Bond, payment Bond, certificate of insurance, and Agreement signed by the party to whom the Contract was awarded, may sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the bidder may by written notice withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER. The OWNER shall not be bound until it executes the Agreement and delivers a copy of the executed Agreement to the CONTRACTOR.
24. The OWNER will issue the Notice to Proceed within ten (10) days of the execution of the Agreement by both the CONTRACTOR and the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the period may be extended by mutual agreement between the OWNER and the CONTRACTOR. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.
25. Payment terms for this Contract will be **NET 30 DAYS** from the date of receipt and approval of the CONTRACTOR's Applications for Payment, no exceptions.
26. The bidder to whom the Contract is awarded within 5 days after the award shall supply to OWNER (1) the names and addresses of major material Suppliers and Subcontractors and (2) an experience statement for all major Subcontractors with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor.
27. The successful bidder shall be fully responsible to OWNER for all acts and omissions of the Subcontractors performing or furnishing any of the Work just as the Contractor is

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responsible for Contractor's own acts and omissions. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors performing any of the Work under direct or indirect contract with Contractor. Contractor shall require all Subcontractors performing or furnishing any Work to communicate with OWNER, DESIGN ENGINEER or Resident Project Representative through CONTRACTOR. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER and DESIGN ENGINEER. CONTRACTOR shall have its own representative on site to communicate with the OWNER while work is being performed by Subcontractor's.

28. The OWNER is committed to a safe working environment for its employees and contractors and to the safety and health of the customers we serve as well as the general public. We emphasize, operate, and enforce an alcohol and drug free workplace. **Each bidder is required to submit an affidavit (00484) that attests that such bidder operates a drug free workplace program or other drug and alcohol testing program with requirements at least as stringent as that of the program operated by KUB. Each bidder may review the OWNER's drug free workplace program at the Procurement Department at the address contained herein.**
29. All bidders must be licensed Contractors as required by the Contractors Licensing Act of 1994, as amended (TCA Title 62, Chapter 6). For all bids other than those handed directly to the authorized KUB agent charged with opening the bids at the place and time of the bid opening, the exterior of the sealed envelope must be labeled "Bid" with the project name and bid due date / time clearly evident. Attaching KUB's Bid Contractor Cover Sheet (page 3 in Section 00030) to the exterior of the sealed bid envelope fulfills this requirement. Owner has no liability or responsibility for securing, receiving, accepting, or opening sealed bids that are not sufficiently labeled as to indicate their status as a bid with the project and due date / time indicated.
30. In the case of joint ventures, each party submitting the Bid must provide this information. In the event a Bid package not having the required information on the outside of the sealed Bid envelope is inadvertently opened, the Bid will not be considered.
31. Title VI: Bidder shall comply with the requirements of all federal statutes relating to nondiscrimination, including but not limited to, Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, sex, or national origin ("Title VI"). No person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or be otherwise subject to discrimination in the performance of the contract. The Bidder if awarded the contract shall upon request, show proof of such nondiscrimination.

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32. ~~Before any bid may be considered by KUB, Bidder shall be properly licensed at the time of the bid and, shall provide evidence of compliance with the applicable provisions of The Contractor's Licensing Act of 1994, as amended. (T.C.A. 62-6-119, Bid Documents-- Penalties.) The following is excerpted from the Contractor's Licensing Act of 1994, as amended. T.C.A. 62-6-119. Bid Documents Penalties~~ (a) Any person or entity preparing plans, specifications or any other documentation for inclusion in an invitation to bid or comparable bid document including any electronic bidding documents, shall reference this chapter in such documentation and a specific statement informing the invited bidder that it is necessary for such bidder to provide evidence of compliance with the applicable provisions of this chapter before such bid may be considered. (b) The person or entity involved in the preparation of the invitation to bid or comparable bid documents including any electronic bid documents shall direct that the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the masonry contract where the total cost of the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000), materials and labor, electrical, plumbing, heating, ventilation, and air conditioning contracts, and for each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, L or G,L) and the expiration date, appear on the outside of the envelope containing the bid or in the submission of an electronic bid except when the bid is in an amount less than twenty five thousand dollars (\$25,000). Only one (1) contractor in such classification may be listed. Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials and labor, the electrical, plumbing, heating, ventilation and air conditioning or the geothermal heating and cooling must be so designated upon the outside of the envelope or in the electronic bid. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered. It is the duty and responsibility of the awarding person or entity who received the envelope containing the bid or the electronic bid to verify only the completeness of the required licensure information. Prior to the opening of the envelope or acceptance of an electronic bid, the names of all contractors listed thereon or therein shall be read aloud at the official bid opening and incorporated into the bid. Prior to awarding a contract, the awarding person or entity and its authorized representatives shall verify the accuracy, correctness and completeness of the information required hereby. The failure of any bidder to comply with all of the provisions hereof shall automatically disqualify such bid. However, bids administered by the Tennessee department of general services shall require that the information be furnished within the bid or bid document only. When the bid is less than twenty five thousand dollars (\$25,000), the name of the contractor only may appear on the outside of the envelope containing the bid or in the electronic bid document, and upon opening the envelope or review of the electronic bid, if such bid is in excess of twenty five thousand dollars (\$25,000), the same shall automatically be disqualified. (c) No invitation to bid may require that: (1) Any subcontractor be identified, listed or designated until the final bid submission by the prime contractor; and (2) Any prime contractor accept the bid of any subcontractor until the final bid submission by the prime contractor. (d) Any person or entity, public and private, failing to observe this section shall be penalized in the

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~~same manner as any person under § 62-6-120 who accepts a bid from a person who is not licensed in accordance with the provisions of this chapter. (c) Notwithstanding the Uniform Administrative Procedures Act, compiled in title 4, chapter 5, relative to the amount of civil penalties that may be imposed, the board may impose a civil penalty not to exceed five thousand dollars (\$5,000) for any violation of this section. [Acts 1976, ch. 822, § 20; T.C.A., § 62-6-20; Acts 1986, ch. 718, § 2; 1989, ch. 591, § 111; 1990, ch. 868, §§ 1, 2; 1991, ch. 247, § 1; 1994, ch. 986, § 13; 1995, ch. 341, § 1; 1997, ch. 153, § 1; 2001, ch. 222, § 3; 2008, ch. 792, §§ 1, 2; 2010, ch. 768, §§ 1, 2; 2010, ch. 801, § 1; 2011, ch. 12, §§ 1, 2.]~~

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