

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of a **Floating Waterpark** as specified herein. Proposals must be received by **2:00 pm.** local time by **July 30, 2019.** Late proposals will not be considered nor returned.

**Deliver Proposals to:  
Proposal Number 2867  
Knox County Procurement Division  
1000 N. Central Street, Suite 100  
Knoxville, Tennessee 37917**

**The Proposal Envelope must show the Proposal Number, Proposal Name and Proposal Closing Date.**

- 1.1 **ADDITIONAL INFORMATION:** Please direct all requests for additional information to Jay Garrison, CPPB, Procurement Coordinator, at 865.215.5767. Questions must be 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:** Proposers shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) days from the date of the proposal closing.
- 1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.
- 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 proposer(s) meeting specifications, and which presents the product and/or service that is in the best interest of Knox County. Knox County also reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein. The award criteria are listed in Section 3.7.
- 1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods,  
Administrator of Business Outreach  
Telephone: 865.215.5760  
Fax: 865.215.5778  
[diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

Lori Holmann,  
Coordinator of Business Outreach  
Telephone: 865.215.5757  
Fax: 865.215.5778  
[lori.holmann@knoxcounty.org](mailto:lori.holmann@knoxcounty.org)

- 1.7 **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 closing of this solicitation.
- 1.8 **COPIES:** Knox County requires that proposals submitted by hand be submitted with one (1) marked original and two (2) exact copies. **Proposers must submit with their written response an exact electronic version of their proposal in a CD-Rom/flash drive format. Knox County requests this electronic copy version be in one (1) complete file.**
- 1.9 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and

the proposer must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.

- 1.10 ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division **will not** accept electronically transmitted proposals. Due to the nature of information requested, all submissions shall be in written format. E-mail and facsimile submission is strictly prohibited.
- 1.11 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 Section 1.1 of this document.
- 1.12 INCLEMENT WEATHER:** During periods of inclement weather in Knox County, 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 weather issues 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 inclement weather.
- 1.13 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.14 MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.15 NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying 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.
- 1.16 PAYMENT:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.17 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.18 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers 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 proposers' ability.
- 1.20 PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, 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. Knox County shall also not be responsible for proposals delivered to addresses other than the one listed at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

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

- 1.21 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that proposals;
- 1.21.1 Be submitted on recycled paper
  - 1.21.2 Not include pages of unnecessary advertising
  - 1.21.3 Be made on both sides of each sheet of paper
- 1.22 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) 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 proposing procedures must be received in the Procurement Division by **4:30 p.m. local time July 11, 2019**. These requirements also apply to specifications that are ambiguous.
- 1.23 SIGNING OF PROPOSALS:** In order to be considered all proposals **must be signed**. Please sign the original in blue ink. By signing the proposal document, the proposer acknowledges and accepts the term and conditions stated in the document.
- 1.24 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Non-discrimination on Federally Assisted Programs" — "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, to 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 that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.26 USE OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.27 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.
- 1.28 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement) and click on "Online Vendor Registration." Proposers must be registered with the Procurement Division **prior** to submitting their proposal. 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.
- 1.29 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## **SECTION II OBLIGATIONS, RIGHTS AND REMEDIES**

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

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) 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, Request for Proposal, Proposal, 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 proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer 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 or national origin, 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 that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.16 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) Written Contract, (2) Request for Proposal, (3) Contractor's Response, (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, right offset-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.
- 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 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.
- 2.21 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, proposal 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 this document is to set forth and convey to prospective proposers the general type, character and quality of a floating waterpark as desired by Knox County Government and Knox County Parks and Recreation. 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 ADDITIONS OR DELETIONS OF SERVICES:** Knox County reserves the right to add or delete services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.3 AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of the vendor and Knox County, the award may be extended for four (4) additional one (1) year periods. 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 services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.4 CHANGES AFTER AWARD:** It is possible that after the award, the County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional cost arise, the County reserves the right to consider accepting these changes provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.5 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the successful proposer. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the successful proposer shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of Knox County's account to avoid any interruption of service.

Upon the execution of the Contract, Knox County shall make available the contact names, phone numbers and email addresses to the successful vendor for daily administration of the services to be provided.

- 3.6 CONTRACT EXECUTION:** The award of this proposal will result in a Contract between Knox County and the successful proposer. The Contract must be voted on by the County Commission and receive a majority vote. The successful proposer may be required to be present at the full Commission meeting to answer questions relating to the services to be provided. Adequate notification will be given by the Knox County Procurement Division if the proposer(s) needed to be present. The Knox County Procurement Division will draft this agreement and will not accept any proposer contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted, contract agreements are submitted they will be rejected. The contract will consist of (1) the written Contract; (2) Request for Proposal; (3) Vendor's response to the Request for Proposal; and (4) Clarifications (if any).
- 3.7 EVALUATION CRITERIA:** The following criteria will be used to evaluate each proposal. The number represents maximum possible points in each category. The questions in this proposal will be incorporated into the scoring and may be incorporated into the criteria as determined by the evaluation committee.

- |   |                  |
|---|------------------|
| ▪ <b><u>Operation, Design and Functionality</u></b> | <b>45 Points</b> |
| ▪ <b><u>Hours of Operation</u></b>                  | <b>45 Points</b> |
| ▪ <b><u>Fee paid to Knox County</u></b>             | <b>10 Points</b> |

- 3.8 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the proposal process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated vendor. This information may be appended to the proposal evaluation process results. Information on a vendor from reliable sources, and not within the vendor's proposal, 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 proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award, which is in the best interest of Knox County.

- 3.9 EXCEPTIONS TO SPECIFICATIONS:** Offerors taking exception to any part or section of these specifications shall indicate such exceptions in their proposal response. Failure to indicate any exceptions shall be interpreted as the offeror's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions must be listed under Section V, TAB VI.
- 3.10 INSURANCE:** The successful Contractor must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Proposers must complete, sign and have its insurance agent sign the attachment and submit it with their Proposal. Upon the Notification of Intent to Award, the successful Contractor will be required to submit a Certificate of Insurance with the appropriate coverage's and naming Knox County Government as additional insured.
- 3.11 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.
- 3.12 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a vendor. A vendor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.13 NO CONTACT POLICY:** After the date and time established for issuance of proposals by Knox County, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this request for proposal **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Affidavits may be required for all proposers.
- 3.14 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.15 PREPARATION OF PROPOSAL:** The proposer must bear all costs associated with the preparation of the proposal and any oral presentation, if required, by Knox County.
- 3.16 PRICING:** The vendor(s) warrants that the price stated shall remain firm for a period of two (2) years from the first day of the Contract period. If the vendor's price is increased at the renewal period, 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 tied to an index (e.g. Consumer Price Index or PPI) to support the requested adjustment; 3) notice to Knox County be given thirty (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.
- 3.17 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given. Upon the Notice of Intent to Award being executed, all submissions will be made public and open for viewing. Interested individuals may call the Procurement Division to schedule a time to review the submissions.
- 3.18 PROPOSER OBLIGATION:** Each proposer shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFP. The failure or omission of a proposer to become acquainted with existing conditions shall in no way relieve the proposer of any obligations with respect to this RFP or to the contract.



- 3.20 **QUESTION DEADLINE:** The deadline for submitting questions is **July 11, 2019 at 4:30 pm local time**. All questions shall be submitted as stated in Section 1.1. Knox County will review each question and answer appropriately via written addendum. Addenda will be placed on the "Online Procurement System" page and posted on the County's website at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement). Proposers shall be solely responsible for acknowledging any addenda.

#### **SECTION IV - SCOPE OF SERVICES**

- 4.1 **SCOPE OF SERVICES:** The Knox County Parks and Recreation is seeking a vendor to operate a floating waterpark in the Concord Park area. It will be the responsibility of the proposer to provide a detailed description of the floating waterpark showing all features available for use.
- 4.2 **FEE TO THE COUNTY:** Proposers must submit a fee schedule to be paid to the County. The fee schedule can be a weekly fee, monthly fee or yearly fee. It must be a flat fee and will not be based off of income derived from the floating waterpark. Weekly fees must be submitted each Friday before the close of normal Knox County business hours. Monthly fees must be remitted to the County no later than the last business day of the month. Yearly fees must be on or before the last business day of operation. For the purposes of this solicitation, business days are Monday – Friday, 8:00 a.m. – 4:30 p.m., excluding all recognized Knox County Holidays. For evaluation purposes, fees will be calculated using the total amount of fees paid for the year.
- 4.3 **HOURS OF OPERATION:** Proposer must include a schedule of the days and hours of operation for the floating waterpark. The Contractor or will be required to remove the floating waterpark from the location during non-operational hours. Proposers must state their plan for storage of the floating waterpark.
- 4.4 **LITIGATION:** Proposers must provide a list of all litigation, both current and settled, for the past three (3) years. If no litigation has occurred, the proposer must provide a statement so stating.
- 4.5 **RESPONSIBILITIES OF CONTRACTOR:** The contractor will be required to provide the following:
- Copies of all licenses and registrations required by the State of Tennessee for the floating waterpark. Valid registrations must be kept on board at all times.
  - Contractor must include the maximum weight limit, including, but not limited to, all occupants and equipment, for the waterpark as determined by the manufacturer and the State of Tennessee. If no State regulations exist for this requirement, the Contractor must state so in narrative form in their response.
  - A statement detailing the maximum number of occupants allowed at a time on the floating waterpark. This includes, but is not limited to, participants, operators and lifeguards. If, at any time, a Knox County representative determines the maximum number of occupants has been exceeded, the Contractor must cease operation immediately upon being notified until the maximum number of occupants is met.
  - A minimum of two (2) lifeguards certified by the American Red Cross aboard the floating waterpark at all times during operation. Proposers must provide certifications of lifeguards with your submittal. Certifications must be current. If, at any point, changes to the lifeguard staff occur, the Contractor will immediately notify the appropriate Knox County Parks and Recreation personnel and assign a new certified lifeguard to the account. Operation of the floating waterpark will be suspended until the required minimum number of certified lifeguards is available to staff the waterpark.
  - Contractor must have on board the floating waterpark a U.S. Coast Guard approved flotation device for each occupant. All participants twelve (12) years of age or younger must wear an approved flotation device at all times while on board and/or participating in the activities of the floating water park. Contractor must also have a minimum of two (2) U.S. Coast Guard approved throwable flotation devices on board at all times.
  - A minimum of one (1) operational fire extinguisher must be on board at all times during operation. The fire extinguisher must meet current National Fire Protection Association standards. All contractor employees must be knowledgeable in the proper use of the fire extinguisher.
  - All lighting as required by the State of Tennessee for the floating waterpark.

**\*Note: The above referenced requirements are the minimum requirements as set forth by Knox County. The successful proposer will be required to be familiar and comply with all federal and state requirements. Failure to adhere to the requirements of this solicitation and the resulting contract as well as all other laws, regulations, etc. will result in the termination of the contract and cessation of the operation of the floating waterpark.**



## SECTION V - PROPOSAL FORMAT

**PROPOSAL INFORMATION:** The following guidelines shall be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. We reserve the right to amend the Request for Proposal by addendum prior to the final date of proposal submission.

- Proposals **must** be submitted in a bound format containing sections separated by tabs.
- Submit one (1) marked original and two (2) exact copies.
- Page numbers should be placed on bottom center of pages.
- Complete Section V in a Question (bold print) and Response format (as applicable).

**PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.**  
**Each proposal must address all questions/statements listed in each tab completely.**

### **TAB I: General Information**

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One page cover letter to include a summary of proposer's ability to provide the services specified in the Request for Proposal and a **signed** statement authorizing your submission of the proposal along with the following information:

1. Vendor Information:
2. Company Name and Address
3. Phone Number/Fax Number
4. Contact Person and e-mail address
5. Knox County Vendor Number
6. State License (if applicable), County License (if applicable)
7. EIN Number
8. Number of years in business
9. Acknowledgement of Addenda (if needed)

### **TAB II: Operation, Design and Functionality**

- A. Provide, in narrative form, a description of the overall operation of the floating waterpark. This should include, but not be limited to:
  1. Where and how fees are collected
  2. Where participants will be located awaiting use
  3. Who will be operating the floating waterpark
  4. Description of the process of loading and unloading participants

### **TAB III: Hours of Operation**

1. Provide a schedule of operation, including days and hours of operation as well as an anticipated beginning and ending date for the season
2. Detail how you will remove the floating waterpark each day after operations cease

### **TAB IV: Fee paid to Knox County**

State the flat fee paid to Knox County, either weekly, monthly or yearly

### **TAB V: Signed Forms**

Proposers must include the following with their response.

1. Insurance Checklist or current COI. Proposers must sign, have their Insurance Agent sign, and attach the Insurance Checklist. The successful Proposer will be required to submit a Certificate of Insurance naming Knox County Government as additional insured.
2. Iran Divestment Act affidavit

**TAB VI: EXCEPTIONS TO SPECIFICATIONS:**

Offerors taking exception to any part or section of these specifications shall indicate such exceptions in their proposal response. Failure to indicate any exceptions shall be interpreted as the offeror's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part.

**Please submit the required amount of copies of one (1) marked original and two (2) exact copies. Please include one (1) digital copy.**

**KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
PROPOSAL NUMBER 2867**

The certificate of insurance must show all coverage's & endorsements with "yes" and "no" on all 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						COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000
		<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)				BODY INJURY (Per -Person)		
							BODY INJURY (Per-Accident)		
							PROPERTY DAMAGE (Per-Accident)		
YES	4.	COMMERCIAL GENERAL LIABILITY							LIMITS
			CLAIM MADE			<input checked="" type="checkbox"/>	OCCUR	EACH OCCURRENCE	\$ 1,000,000
								FIRE LEGAL LIABILITY	\$ 100,000
								MED EXP (Per person)	\$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER						PERSONAL & ADV INJURY	\$ 1,000,000
			POLICY	<input checked="" type="checkbox"/>	PROJECT		LOC	GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000
YES	5.	PREMISES/OPERATIONS						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE						NOT TO BE EXCLUDED	
NO	9.	UMBRELLA LIABILITY COVERAGE						\$1,000,000	
		PROFESSIONAL LIABILITY							
NO	10.		ARCHITECTS & ENGINEERS				\$1,000,000 PER OCCURRENCE/CLAIM		
NO			ASBESTOS & REMOVAL LIABILITY				\$2,000,000 PER OCCURRENCE/CLAIM		
NO			MEDICAL MALPRACTICE				\$1,000,000 PER OCCURRENCE/CLAIM		
NO			MEDICAL PROFESSIONAL LIABILITY				\$1,000,000 PER OCCURRENCE/CLAIM		
NO	11.	MISCELLANEOUS E & O						\$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT						\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE							
NO	14.	GARAGE LIABILITY						\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY						\$500,000 COMPREHENSIVE \$500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE						\$	
NO	17.	DISHONESTY BOND						\$100,000.00	
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 PROPOSAL NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED \_\_\_\_\_.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage not provided through this agency.

Agency Name: \_\_\_\_\_

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

PROPOSER'S STATEMENT AND CERTIFICATION: If awarded the contract, I will comply with the contract insurance requirements.

Proposer's Name: \_\_\_\_\_

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

**EXHIBIT A  
RFP #2867**

**AFFIDAVIT OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT  
TENNESSEE CODE ANNOTATED, SECTION 12-12-106**

Comes \_\_\_\_\_, for and on behalf of  
(*Printed name of Principal Officer of Company*)

\_\_\_\_\_, (the "Company") and, after being duly authorized by the Company so to  
do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

Notary Public  
My Commission Expires:

\_\_\_\_\_