

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Tennis Court Services** as specified herein. Bids must be received by **2:00 p.m. on October 22, 2019**. Late bids will be neither considered nor returned.

Please Deliver Bids to:

**Bid Number 2892
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917**

The Bid Envelope must show the Bid Number, Bid Name and Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Tom Seagle, CPPB, at 865.215.5603. Questions may be faxed to 865.215.5778 or emailed to tom.seagle@knoxcounty.org. Information about the Knox County Procurement Division may be obtained on the Internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of 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 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

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

- 1.5 AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on, an "all or none" basis, or by a multiple award, whichever is in the best interest of the County. Knox County reserves the right to not make an award.
- 1.6 BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier. Knox County will not be responsible for bids delivered to other 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.

- 1.7 BID EXPENSES:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Knox County.
- 1.8 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a small, minority or woman owned business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

- 1.9 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.10 COOPERATIVE PURCHASING:** Vendors are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.
- 1.11 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 may result in the bid being non-responsive and disqualified.
- 1.12 DUPLICATE COPIES:** Knox County **requires** that bids being submitted by hand be one (1) marked original and one (1) exact copy.
- 1.13 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept electronically transmitted bids through the County's On-Line Purchasing System. Facsimile and email submission is strictly prohibited.
- 1.14 HOW TO DO BUSINESS:** Knox County utilizes a web-based purchasing 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, 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.
- 1.15 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.
- 1.15.1** 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.
- 1.15.2** Other weather issues shall be at the sole discretion of the Procurement Director.
- 1.15.3** Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 1.16 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.17 NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.18 NON-DISCRIMINATION:** Vendors, during the performance of this Contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

- 1.19 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(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 credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County 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:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidder's ability.
- 1.23 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids submitted on paper shall:
- 1.23.1** Be submitted on recycled paper;
 - 1.23.2** Not include pages of unnecessary advertising;
 - 1.23.3** Be made on both sides of each sheet of paper.
- 1.24 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **October 11, 2019 by 4:30 p.m.** These requirements also apply to specifications that are ambiguous.
- 1.25 SIGNING OF BIDS:** When submitting your bid, in order to be considered all bids must be signed. Please sign the original in blue ink. 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 and/or services and the Vendors subsequent response.
- 1.26 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.27 TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.
- 1.28 TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination 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, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.
- 1.29 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.
- 1.30 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders' list for twenty-four (24) months.

- 1.31 **VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/Procurement. Select the 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.
- 1.32 **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 Knox County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits. All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. **COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.**
- 2.7 **CRIMINAL HISTORY CHECK:** Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at Knox County Schools must submit to a criminal history records check at their expense. The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present.
- 2.8 **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 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.
- 2.9 **GOVERNING LAW:** This Contract shall be governed by the laws of the State of Tennessee, 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.

- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 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.
- 2.15 LIMITATION 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.
- 2.16 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.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bid, (3) Bid Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** Knox County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.23 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The Knox County Schools Maintenance and Operations Department (KCSMO) intends to establish a term Contract with a vendor to provide Tennis Court Services as requested by KCSMO. Award will be based on Best Value. Best Value means more than low cost. It includes cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of goods or services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITION/DELETION OF GOODS/SERVICES:** Knox County may, but shall not be required to, request the vendor to add goods/services for Knox County. The successful vendor agrees that upon written designation by Knox County, it will add such goods/services under this Contract. Pricing for any additional goods/services will be negotiated with the vendor. Approvals must be in writing; there will be no verbal authorizations. Knox County may delete from the Contract goods/services in the pricing sheet without terminating the entire Contract.
- 3.4 AWARD PROCESS:** Upon award, the resulting Contract will be:
- 3.4.1** Drafted by the Knox County Procurement Division.
 - 3.4.2** Reviewed and approved by Knox County Schools (KCS).
 - 3.4.3** Sent to the Knox County Law Department for approval.
 - 3.4.4** Forwarded to KCS for inclusion on the agenda for the next Board of Education Meeting.
 - 3.4.5** Forwarded to the County Commission for inclusion on the agenda for the next County Commission meeting.
 - 3.4.6** Sent to the Knox County Mayor and the Knox County Board of Education for signature.
 - 3.4.7** Forwarded to the Knox County Procurement Division for obtaining the signature of the awarded vendor(s).
 - 3.4.8** Fully executed.
- 3.5 AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County and the Knox County Schools reserves the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserves the right to revoke the award if these services are not satisfactory or a pattern of unavailability arises.
- 3.6 BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.
- 3.7 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 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

- 3.9 CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two vendor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.
- 3.10 CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful bidder(s). The Knox County Procurement Division will draft this contract and no vendor forms, (e.g. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract documents or as Contract attachments.
- 3.11 DESTINATION AND DELIVERY:** Bidders are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**
- 3.12 DRUG-FREE WORKPLACE:** If **CONTRACTOR** has five (5) or more employees receiving pay: **CONTRACTOR** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. **CONTRACTOR** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.
- 3.13 ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful vendor(s) are allowed on the premises of Knox County School buildings. Vendor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Vendor(s). All employees must wear a company uniform or name badge identified with the Company name at all times.
- 3.14 EVALUATION CRITERIA:**
- | | |
|-----------------|------------------|
| Price | 90 Points |
| Warranty | 10 Points |
- 3.15 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.16 INSURANCE CHECKLIST:** Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this project. **Upon notification of intent to award, the successful vendor shall be required to submit a Certificate of Insurance along with all endorsement pages showing the specified coverage and listing Knox County Government as additional insured.** The successful vendor must maintain the required insurance coverage with no lapse in coverage. If found to have a lapse in insurance coverage the vendor may be immediately terminated and debarred from doing business with Knox County and Knox County Schools.
- 3.17 INVOICING REQUIREMENTS:** KCSMO prefers to use Credit Cards as payment for these services. As several different departments may use this Contract, please adhere to the following guidelines for KCSMO. **Follow the guidelines of other departments when they purchase from you.** Do not put KCSMO charges on any other department and do not put the charges of other departments on KCSMO.
- 3.17.1 MAIL ALL INVOICES FOR KCSMO TO:**
 Knox County Schools Maintenance & Operations
 Purchasing Supervisor
 900 East Fifth Avenue
 Knoxville, Tennessee 37917
- 3.17.2 TRACKING NUMBER:** All invoices must have a Knox County Purchase Order number on them or they will be returned. Knox County Schools uses Purchase Order numbers for tracking. You will only have one number per invoice. If paid by credit card no tracking number will be required.

- 3.17.3 INVOICE DETAIL:** At a minimum, these items must be shown on the invoice:
- a. The grand total amount
 - b. An itemized list detailing the description, quantity and cost of each item or service provided (not if the job was a "Not to Exceed" project.)
 - c. The location delivered to (e.g. XYZ School or Maintenance 5th Avenue)
 - d. The date the work/materials were performed/delivered
 - e. A statement that the price invoiced is per the bid/quote
 - f. The Purchase Order Number

3.17.4 SUBMIT ONE ORIGINAL INVOICE AND ONE COPY OF IT.

3.17.5 INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.

3.17.6 REVIEW OF INVOICES: Invoices will be reviewed for adherence to bid terms and/or the quotation.

3.17.7 VARIATION: Variation from the terms of our bids or quotations is strictly prohibited. It will help speed your payment if your invoice notes the bid number or name. It will be even more helpful if your invoice clearly states that the charges are in accordance with the bid or quotation terms. While failure to follow these guidelines may slow down the payment process, following these steps will help you receive payment faster.

3.17.8 UNPAID INVOICES: If invoices for KCSMO are unpaid after thirty (30) days, please contact Purchasing Supervisor at 865.594.3635 to ascertain the status.

3.18 NEW MATERIAL: Unless specified otherwise in the bid package, Contractor(s) must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of the bid. Refurbished or remanufactured materials **will not** be accepted.

3.19 NEWS RELEASES BY CONTRACTORS: 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.

3.20 NO CONTACT POLICY: After the date and time the bidder receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.21 OPEN BIDDING INTENDED: It is the intent and purpose of Knox County that this Invitation for Bid promotes competition. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Procurement Division no later than **October 11, 2019 by 4:30 p.m.** local time.

3.22 PRICING: Vendors are to quote a firm fixed price for the next twelve (12) months. The price may not change during the term of the contract. However the vendor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the vendor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the vendor may:

- 3.22.1** Continue with existing prices;
- 3.22.2** Not accept the renewal offer;
- 3.22.3** Request a lower price increase.

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.

3.23 QUANTITIES: Knox County does not guarantee any quantities of items or services to be purchased. Knox County will purchase these items or services on an as-needed basis.

3.24 REJECTION OF BIDS: Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

- 3.25 REMOVAL OF VENDORS' EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- 3.26 REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:
- 3.26.1** That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and
 - 3.26.2** That the firm is familiar with all Federal, State, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to, any special acts relating to the work or to the project of which it is a part; and
 - 3.26.3** That such temporary and permanent work required by the Contract Documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and
 - 3.26.4** That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.
- 3.27 RIGHT TO SEPARATELY BID PROJECTS:** KCSMO reserves the right to separately bid any project when it is in their best interest.
- 3.28 SAFETY:** Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the Vendor from damage, which might be done or caused by work performed under this Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Vendor. The contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.
- The vendor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury. The vendor shall assume all responsibility for properly securing the work area for the safety of its employees, school staff, students and the general public
- 3.29 SCHEDULING OF WORK:** Vendor(s) shall cooperate with officials in performing work so that interference with the normal program will be held to a minimum. Work will normally be scheduled for regular work hours and not for overtime hours.
- 3.30 SIGN-IN FOR KNOX COUNTY SCHOOLS:** Vendors must sign the Vendor Check-In Log at each school site where work is to be performed. Ask for the "Maintenance & Contractor's Sign-in Book" in the office area. Failure to sign-in will negate KCSMO responsibility to pay the resulting invoice. Vendors do not have to sign-in if the office area of the facility is locked.
- 3.31 SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if subcontracting is done without approval.
- 3.32 SUB-CONTRACTORS:** Bidders are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.
- 3.33 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **October 11, 2019 by 4:30 p.m.** local time. Submit questions as noted in Section 1.1.
- 3.34 VALUE ADDED RELATIONSHIP:** Knox County intends for this bid to result in a relationship with a vendor. Knox County desires a long-term relationship with a vendor in which common goals are shared. Among those goals are:
- 3.34.1** Fair and equitable treatment of vendor and owner.
 - 3.34.2** Vendor expertise in methods of cost reduction. Vendors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
 - 3.34.3** Vendor involvement in the school system or a specific school on a non-business basis.

SECTION IV SPECIFICATIONS

4.1 CONTRACTOR QUALIFICATIONS:

- a. The contractor shall be a member of the American Sports Builders Association (ASBA).
- b. Contractor shall have a Certified Tennis Court Builder (CTCB) on staff.

4.2 BORDER:

- a. A pressure-treated six inch by six inch border shall be installed inside the perimeter of the fence to contain the new stone and asphalt base. Border sections shall be pinned into the old asphalt using #4 rebar. Pins shall be installed on four foot centers.

4.3 CRACK TREATMENT:

- a. Structural cracks shall be filled with a hot pour elastomeric crack fill material flush with the existing asphalt. Cracks shall then be overlaid with Mirafi paving fabric in one foot wide strips.

4.4 BASE INSTALLATION:

- a. After the installation of the border, a compacted crushed stone base shall be installed to a depth of four inches.
- b. Asphalt shall then be installed in two lifts. The first lift shall be in binder asphalt of two inches in thickness and the second lift of surface mix asphalt of one inch in thickness.

4.5 FENCING:

- a. If any old fencing exists, the old fence fabric shall be taken down and disposed of properly. Vendor shall supply new fence fabric.
- b. The fabric shall be 1 ¾ inch mesh #9 finished gauge wire with a maximum breaking strength of 800 pounds. The core wire shall be 1 ¾ inch mesh, #11 gauge galvanized with a 20 mil coating of PVC applied by the extrusion method.
- c. The fabric is to be knuckled at the top and bottom.
- d. Fencing shall be vinyl coated galvanized fence. It shall be ten feet in height.
- e. The bottom tension wire shall be #7 gauge extruded vinyl coated galvanized spring coil or crimped wire. The tension wire shall be stretched from terminal post to terminal post and securely fastened.
- f. All top rail and corner bracing shall be taken down and discarded. New top rail shall be 1 5/8 inch O.D. SS-15 vinyl coated pipe weight 1.46 per lineal foot, provided with couplings approximately every 20 feet. Couplings are to be outside sleeve type.
- g. Gate locations shall be reduplicated to existing locations.
- h. Fencing may be either green or black.

4.6 HARDWARE:

- a. Existing net posts shall be excavated. New net post foundations shall be installed in concrete footings four feet in depth and eighteen inches in diameter. New net posts shall be supplied and installed.
- b. Vendor shall supply and install two new nets and two new center anchors.

4.7 ACRYLIC SURFACE SYSTEM:

- a. Following a fourteen-day cure period for the asphalt, apply one coat of Nova black acrylic resurfacing material to the entire tennis court surface. The coverage rate of the concentrate resurfacer as supplied by the manufacturer (before dilution with water) shall be 0.1 gallons per square yard for a total of 140 gallons of material to be applied to the court.
- b. Fifty mesh sand shall be added to the resurfacer at a rate of twelve pounds per concentrate gallon prior to dilution in water.
- c. After sufficient drying time apply two coats of Nova combination color to the entire tennis court. The coverage rate of the concentrate color as supplied by the manufacturer (before dilution with water) shall be 0.1 gallons per square yard for a total of 140 gallons of material applied to the court surface. Each coat will have sand mixed in to provide surface texture. The inbound areas are to be coated with one color and the out of bounds areas with another color. Owner will pick colors from a standard color chart supplied by the vendor.

- d. Contractor shall submit a certificate indicating that their surface has complied with the ITF court surface classification three.
- e. The court shall then be lined using masking tape and a line sealing coating to prevent the textured line paint from bleeding under the tape. Two coats of white textured line paint shall be installed according to the American Sports Builders Association (ASBA) layout standards.

4.8 SLOPES: Contractor shall follow the guidelines established by the American Sports Builders Association (ASBA) in establishing the proper slopes for the tennis court surface. Lateral slope shall be between 0.83% and 1.0%.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH ELEVEN (11) WITH THEIR BID

SECTION V VENDOR INFORMATION FOR BID 2892 TENNIS COURT SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

- 5.1 Vendor 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 _____
- 5.6 Contact Person's email address _____
- 5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- Authorizing Signature _____
(Sign in blue ink)
- 5.8 Vendor's Knox County Business License Number _____
(If Applicable) *Attach A Copy Of The License.*
- 5.9 I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____
- 5.10 Do you accept the Terms and Conditions of the bid? Yes _____ No _____
With Exceptions _____
- 5.11 May other Government Agencies in Tennessee purchase these products/services at the same prices as per Section 1.10 of this bid? Yes _____ No _____
- 5.12 Will you accept Credit Card payments as per Section 1.19? Yes _____ No _____
- 5.13 Did you include the Criminal History Records Check as per Section 2.7? Yes _____ No _____
- 5.14 Did you include for Drug Free Workplace as per section 3.12? Yes _____ No _____
- 5.15 Did you include the Insurance Checklist as per Section 3.16? Yes _____ No _____
- 5.16 Price for resurfacing work on an existing Tennis Court _____ per square yard.
- 5.17 Price for removal of an old Tennis Court _____ per square yard.
- 5.18 Price for installing a new Tennis Court _____ per square yard.
- 5.19 Warranty (You may attach a copy if needed): _____

**ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 2892**

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><input checked="" type="checkbox"/></td><td>ANY AUTO-SYMBOL (1)</td><td></td></tr> <tr> <td><input type="checkbox"/></td><td></td><td></td></tr> <tr> <td><input type="checkbox"/></td><td></td><td></td></tr> <tr> <td><input type="checkbox"/></td><td></td><td></td></tr> </table>	<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<table border="1" style="width: 100%;"> <tr> <td>COMBINE SINGLE LIMIT (Per -Accident)</td><td>\$ 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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PROPERTY DAMAGE (Per-Accident)																																					
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td><input type="checkbox"/></td><td>CLAIM MADE</td><td><input checked="" type="checkbox"/></td><td>OCCUR</td></tr> <tr> <td><input type="checkbox"/></td><td></td><td><input type="checkbox"/></td><td></td></tr> </table> <table border="1" style="margin-left: 20px;"> <tr> <td colspan="4">GEN'L AGGREGATE LIMITS APPLIES PER</td></tr> <tr> <td><input type="checkbox"/></td><td>POLICY</td><td><input checked="" type="checkbox"/></td><td>PROJECT</td></tr> <tr> <td><input type="checkbox"/></td><td></td><td><input type="checkbox"/></td><td>LOC</td></tr> </table>	<input type="checkbox"/>	CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR	<input type="checkbox"/>		<input type="checkbox"/>		GEN'L AGGREGATE LIMITS APPLIES PER				<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PROJECT	<input type="checkbox"/>		<input type="checkbox"/>	LOC	<table border="1" style="width: 100%;"> <tr> <td></td><td>LIMITS</td></tr> <tr> <td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr> <td>FIRE LEGAL LIABILITY</td><td>\$ 100,000</td></tr> <tr> <td>MED EXP (Per person)</td><td>\$ 5,000</td></tr> <tr> <td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr> <td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE</td><td>\$ 2,000,000</td></tr> </table>		LIMITS	EACH OCCURRENCE	\$ 1,000,000	FIRE LEGAL LIABILITY	\$ 100,000	MED EXP (Per person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	\$ 2,000,000
<input type="checkbox"/>	CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR																																		
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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																																		
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED																																		
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																																		
		PROFESSIONAL LIABILITY																																			
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																																		
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																																		
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																																		
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																																		
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																		
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																																		
NO	13.	MOTOR CARGO INSURANCE																																			
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-V 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 NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED

_____.

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

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

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

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

**ATTACHMENT B
AFFIDAVIT OF COMPLIANCE**

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the

Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

ATTACHMENT C
INVITATION FOR BID #2892
AFFIDAVIT OF COMPLIANCE
WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF
TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, _____, President or other Principal
Officer of _____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE }
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____