

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Concession Operations** as specified herein. Proposals must be received by **2:00 p.m. on February 12, 2020**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

**Proposal Number 2929
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Please direct all requests for additional information to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767. Questions must be emailed to 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.
- 1.2 ACCEPTANCE:** Proposers shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the 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 3.9.
- 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
Email: diane.woods@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 three (3) 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.
- 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, 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 **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.
- 1.17 **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 proposer's ability.
- 1.18 **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.

- 1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that proposals:
- 1.19.1 Be submitted on recycled paper
 - 1.19.2 Not include pages of unnecessary advertising
 - 1.19.3 Be made on both sides of each sheet of paper
- 1.20 **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 January 28, 2020**. These requirements also apply to specifications that are ambiguous.
- 1.21 **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.
- 1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.23 **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.
- 1.24 **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.
- 1.25 **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.
- 1.26 **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 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.
- 1.27 **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: The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide the services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by Tennessee State Law. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty (120) calendar days advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

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 these specifications is to set forth and convey to prospective proposers the general type, character and quality of Sportspark Concession Operations as desired by Knox County. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.

- 3.2 ACCEPTANCE:** Proposers are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITION OR DELETION 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.
- 3.4 AWARD STATUS:** Knox County intends to issue a one (1) year 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 reserves the right to purchase these items/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. Should Knox County desire not to renew, no reason needs to be given.
- 3.5 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 Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor 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.
- 3.6 COMMUNICATIONS WITH THE VENDOR:** Upon award, Knox County will communicate extensively and continually with the vendor. While information may occasionally be transmitted via telephone, it should always be followed up with a fax or email confirmation. Due to the volume of information that must be transmitted, it is essential that the vendor have an efficient and properly functioning fax machine. Ideally, the vendor will have e-mail capabilities.
- 3.7 CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may need to be voted on by Knox County Commission and receive majority vote. The successful vendor(s) may be required to be present at the full Commission Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the Vendor(s) will need to attend this meeting.

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) will be accepted as Contract documents or as Contract attachments. Vendor(s) are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

- 3.8 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 Knox County personnel. These contacts must be knowledgeable of the Knox County account so as to avoid any interruption of service.
- 3.9 EVALUATION CRITERIA:** This proposal will be awarded using the following criteria:

Fixed Fee to the County	40 Points
Experience	20 Points
Methodology/Proposed Solution	20 Points
References	20 Points

- 3.10 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the services provider's proposal, 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 proposal opening. 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.
- 3.11 INCURRED COST:** Cost incurred in developing the proposal or in anticipation of award or, prior to full and final execution of the agreement is entirely the responsibility of the proposer and shall not be chargeable to Knox County Government.

- 3.12 INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Checklist attached hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the proposal in Section VI Proposal Format, Part VII. Upon receipt of the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance showing the specified coverage and naming Knox County as additional insured.
- 3.13 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 issued by the Knox County Procurement Division.
- 3.14 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.
- 3.15 NO CONTACT POLICY:** After the date and time vendor receives this document, any contact initiated by any vendor with any Knox County representative, other than the Procurement Division representative listed herein concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from the procurement transaction.
- 3.16 OPEN PROPOSAL INTENDED:** It is the intent and purpose of Knox County that this Request for Proposal promote competitive proposals. It shall be the proposer's responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Request for Proposal. 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 January 28, 2020**.
- 3.17 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.
- 3.18 PROPOSAL FORMAT:** This solicitation is in the proposal format. At the specified date and time, the name of each proposer will be 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.
- 3.19 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 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public 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.
- 3.21 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request, and to waive any informality, technical defect or clerical error in any proposal, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.22 SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project.

The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA and AHERA.

The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.

The safety of the public is of prime concern to Knox County and all costs associated are the responsibility of the Contractor. Knox County does not assume any responsibility for the protection of or for loss of materials, from the

time that the contract operations have commenced until the final acceptance of the work by the project manager. 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.

- 3.23 SAFETY EFFORTS:** The Contractor(s) must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The Contractor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.
- 3.24 SAFETY TRAINING:** 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.
- 3.25 SITE VISIT:** There will be a non-mandatory site visit on **Thursday, January 23, 2020** beginning promptly at 10:00 a.m. local time. Location is Knox County Sportspark, 8050 Oak Ridge Highway, Knoxville, TN 37931. Please bring a copy of this solicitation with you.
- 3.26 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **4:30 p.m. local time on January 28, 2020**. Submit questions as noted in Section 1.1. Questions received after this date and time will not be answered.

SECTION IV BACKGROUND INFORMATION

- 4.1 BACKGROUND INFORMATION:** Knox County Parks and Recreation Department, Knox County, Tennessee, maintains a softball/baseball complex known as the Knox County Sportspark located at 8050 Oak Ridge Highway, Knoxville, TN 37931. Knox County desires to enter into an fixed fee agreement with a Contractor to manage food and beverage concession operations at this park.
- 4.2 RESPONSIBILITIES FOR KNOX COUNTY:**
- 4.2.1 The Knox County Parks and Recreation Department shall schedule all events. Such schedule will be provided to the Contractor before the season begins and in a timely manner. A tentative schedule of events is attached.
 - 4.2.2 Maintain and keep the grounds, athletic fields (softball, baseball, soccer and football) and surrounding public areas (including the restroom facilities) in a manner conducive to a premier athletic sports complex, to include but not be limited to watering, mowing, trash pick-up, general repairs and general care of the facility Monday through Friday. Emergency repairs on the weekends will also be provided as designated and approved by the Designated Parks and Recreation Employee.
 - 4.2.3 Determine playability of all facilities due to inclement weather or other conditions. Knox County shall cooperate with the Contractor to accommodate all scheduled events without doing unreasonable harm to the facilities.
 - 4.2.4 Knox County shall schedule regular maintenance of the fields and may close the fields at its sole discretion for field repair, maintenance or renovation. Knox County shall make every attempt to schedule maintenance in advance and provide schedules to the Contractor.
 - 4.2.5 Provision of concession and maintenance equipment as inventoried and keys, updated annually by a designated Parks and Recreation employee. The following is a list of the equipment currently in place that is owned by the County:
 - One (1) ice machine
 - One (1) stainless steel table
 - One (1) three compartment sink
 - One (1) handwashing sink
 - 4.2.6 Meet with the Contractor and other parties to consider events occurring outside normal seasons.
 - 4.2.7 Knox County and the Contractor shall cooperate to the fullest extent possible to ensure the facility is managed in a professional manner consistent with premier athletic sports venues.

SECTION V SCOPE OF SERVICES

5.1 GENERAL SCOPE OF SERVICES AND RESPONSIBILITIES FOR THE CONTRACTOR:

- 5.1.1 Serve as the manager of facility food and beverage concessions during the designated times and scheduled activities.
- 5.1.2 Abide by all vendor contracts entered into by the County prior to the signing of this Agreement.
- 5.1.3 Abide by Knox County field use policies and permits.
- 5.1.5 Abide by the Scheduling Policy of the facility.
- 5.1.6 Cooperate to the fullest extent possible with Knox County Parks and Recreation to ensure the facility is managed in a professional manner consistent with a premier athletic sports venue.
- 5.1.7 The Contractor shall be responsible for the daily, thorough, cleaning of the concession stand(s) during all operating hours. The Contractor shall also be responsible to abide by all Knox County Health Department operating requirements and maintain a inspection score of at least eighty (80)%.
- 5.1.8 Secure all building and equipment when not in use and after all scheduled events.
- 5.1.9 Provide Knox County with cell phone numbers for all supervisory staff and email contacts for personnel in charge of scheduling events.
- 5.1.10 The Contractor shall be responsible for receiving any shipment of supplies for concession or event operations.
- 5.1.11 Contractor shall report any maintenance problems to the appropriate manager contact at the facility.

5.2 CONCESSION PRICING AND MENUS: The Contractor shall provide a proposed list of menu items and pricing for each facility. Knox County shall approve the menu and pricing. Prices may increase an amount not to exceed the Consumer Price Increase Percentage for that year. Any increase above that amount will not be approved by Knox County. Approval for requested price increases within these parameters shall not be reasonably withheld so long as market comparisons for similar service is provided and pricing is competitive. Contractor will be responsible for providing, at a minimum, the following:

- Two (2) or more hot food item (i.e. hot dogs, hamburges, etc). Nachos with cheese will not be considered a hot food item.
- A variety of snacks, including, but not limited to, nachos, popcorn, candy bars, etc.
- A variety of both bottled carbonated and non-carbonate drinks. These items shall include, but not be limited to, soft drinks, water, and sport drinks.

5.3 LIMITS OF USE: For lighted fields, no game may be scheduled after 10:00 p.m. Lights will not be on after midnight.

5.4 OPERATING SEASONS/HOURS:

- 5.4.1 Fields shall be closed from December 1 to March 1 during the winter. Requests for winter use shall be approved by the designated Parks and Recreation Employee. Restrooms will not be available for use.
- 5.4.2 Certain fields shall be in-repair in the summer or other months as needed and designated by Knox County. Knox County shall notify the Contractor as soon as possible concerning such maintenance.
- 5.4.3 The Contractor is prohibited from operating Knox County vehicles (trucks, automobiles or other motorized driving equipment) which fall under the Knox County Vehicle Policy.
- 5.4.4 Contractor will be required to be open and fully operational to serve all menu items no later than thirty (30) minutes prior to the scheduled start time of the earliest scheduled event of the day for each park. Operations must continue until the halfway point of the final event for each day (i.e. halftime of a football game).

5.5 PAYMENT TO THE COUNTY: In exchange for the rights and responsibilities outlined above, the Contractor shall propose a fixed fee revenue to be paid to Knox County on a monthly basis. Payment must be received no later than the third (3rd) business day after the last day of the previous month of operation. Contractor will be required to provide detailed invoices of the concession items purchased as well as a detailed account of the revenue generated each month.

The County understands that inclement weather may cause scheduled events to be shortened or cancelled in its entirety. Proposers must consider these delays or cancellations in their proposed fee to be paid to the County. Delays and cancellations will not alleviate the amount owed to the County. In instances where prolonged weather events cause interruptions in the schedule for multiple days in a row, the County may, at its discretion, work with

the Contractor on a amended payment schedule for the affected month. However, there is no guarantee that the County will amend the fee schedule.

- 5.6** **PROPOSER FAILURE TO PERFORM:** In order to provide the best experience possible for the users of Knox County Parks and Recreation facilities, it is the County's expectation that the Contractor will provide the services detailed herein for all events currently scheduled and events that may be scheduled in the future. The Contractor **will not** be allowed to pick and choose the events for which they will open. Repeated failures to provide the services outlined will result in the Contract being terminated. Failure to provide the payments, as well detailed invoicing, as outlined above will also be grounds to terminate the Contract.

SECTION VI PROPOSAL FORMAT

Vendors are to use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer.

PART I PROPOSER INFORMATION

Company Name, address, and telephone/fax numbers
Proposers e-mail address
Proposers Vendor Number as assigned by KnoxCounty
Signed statement from person authorized to submit proposal
Brief Company history
Contact person name, e-mail, business phone, and cell phone
Copies of all licenses, permits and certifications for company and employees

PART II FACILITY USE PRICING INFORMATION

Proposers must state the monthly fee paid to the County as per Section 5.5.

PART III EXPERIENCE

Vendors are to detail the Company's experience relating to the services requested in this RFP. Vendors shall also detail the staff that will be associated with Knox County's account. Please include résumés, professional certifications and licenses and all relevant information with the proposal. Failure to include this information may be just cause for rejection of proposal.

PART IV METHODOLOGY/PROPOSED SOLUTION

Proposers are to detail their methodology/solution for the sportspark concession operations.

PART V REFERENCES

List three (3) references with whom you have had service agreements of this nature within the past three (3) years. Show the name of the agency or institution, person to contact, current telephone number, and the nature and size of the Contract. Do not list Knox County Parks and Recreation, or any other Knox County department, as a reference.

PART VI MENU PRICING INFORMATION

Proposers must include the menu and pricing for items to be provided as per Section 5.2.

PART VII REFERENCES

List three (3) references with whom you have had service agreements of this nature within the past three (3) years. Show the name of the agency or institution, person to contact, current telephone number, and the nature and size of the Contract. Do not list Knox County Parks and Recreation, or any other Knox County department, as a reference.

PART VIII INSURANCE CHECKLIST

Vendors must sign the attached Insurance Checklist as proof the Vendor has, or will, provide the coverage as requested by KnoxCounty Government. The attached Insurance Checklist is the minimum insurance required for this Solicitation.

PART IX ACKNOWLEDGEMENT OF ADDENDUM (S) RECEIVED

PART X ADDITIONAL INFORMATION THAT WOULD ADD VALUE TO YOUR PROPOSAL

Vendors may submit additional information regarding their Company and the services they offer. Vendors may include advertisements, letters of recommendation, awards etc.

ATTACHMENT I

KNOX COUNTY PROCUREMENT DIVISION INSURANCE CHECKLIST REQUEST FOR PROPOSAL NUMBER 2929

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>X</td><td>ANY AUTO-SYMBOL (1)</td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </table>	X	ANY AUTO-SYMBOL (1)														<table border="1" style="margin-left: 20px;"> <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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YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td></td><td>CLAIM MADE</td><td>X</td><td>OCCUR</td><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr> <td></td><td></td><td></td><td></td><td>FIRE LEGAL LIABILITY</td><td>\$ 100,000</td></tr> <tr> <td></td><td></td><td></td><td></td><td>MED EXP (Per person)</td><td>\$ 5,000</td></tr> <tr> <td colspan="4">GEN'L AGGREGATE LIMITS APPLIES PER</td><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr> <td></td><td>POLICY</td><td>X</td><td>PROJECT</td><td>LOC</td><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td><td>\$ 2,000,000</td></tr> </table>		CLAIM MADE	X	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	X	PROJECT	LOC	GENERAL AGGREGATE	\$ 2,000,000						PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000	LIMITS
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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																																						
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																																						
YES	9.	UMBRELLA LIABILITY COVERAGE	\$5,000,000																																						
		PROFESSIONAL LIABILITY																																							
NO NO NO NO	10.	<table border="1" style="margin-left: 20px;"> <tr><td>ARCHITECTS & ENGINEERS</td></tr> <tr><td>ASBESTOS & REMOVAL LIABILITY</td></tr> <tr><td>MEDICAL MALPRACTICE</td></tr> <tr><td>MEDICAL PROFESSIONAL LIABILITY</td></tr> </table>	ARCHITECTS & ENGINEERS	ASBESTOS & REMOVAL LIABILITY	MEDICAL MALPRACTICE	MEDICAL PROFESSIONAL LIABILITY	<table border="1" style="margin-left: 20px;"> <tr><td>\$1,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr><td>\$2,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr><td>\$1,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr><td>\$1,000,000 PER OCCURRENCE/CLAIM</td></tr> </table>	\$1,000,000 PER OCCURRENCE/CLAIM	\$2,000,000 PER OCCURRENCE/CLAIM	\$1,000,000 PER OCCURRENCE/CLAIM	\$1,000,000 PER OCCURRENCE/CLAIM																														
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NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																						
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																																						
NO	13.	MOTOR CARGO INSURANCE																																							
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																																						
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																																						
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																																						
NO	17.	DISHONESTY BOND	\$																																						
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																																						
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																																						

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

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

22. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto.
23. Certificate of Insurance shall show the Request for Qualification number and title.
24. Other insurance required _____.

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

Agency Name: _____ Authorizing Signature: _____

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

Provider Name: _____ Authorizing Signature: _____

ATTACHMENT II
KNOX COUNTY PARK RULES AND REGULATIONS

The following rules and regulations apply to all Knox County Parks. Please contact the park administration office at 865-215-6600 if there are any questions or issues not covered below. Typically violators should be given a verbal warning about violations. However, continued violations may result in suspension from park use.

The following activities are prohibited in all Knox County Parks:

1. Profanity, abusive language or behavior or loud music. Amplified live music is not permitted at a park unless authorized in writing by the parks department for a public event.
2. Operation of motorized vehicles off designated roads or parking areas.
3. Feeding of any wildlife.
4. Swimming anywhere other than designated areas.
5. Consumption of alcohol unless in a licensed area.
6. Solicitation, advertising or signage of any kind unless approved by the parks department. This includes leaving vehicles or boats in parking lots with "For Sale" signs posted.
7. Camping, erection of tents, inflatables or canopies larger than 10'x10' without a special use permit issued by the parks department.
8. Open fires or any fires outside picnic grills.
9. Use of sports fields without written approval by the parks department or the operating association.
10. Horses or other livestock unless with a special permit.
11. Discharge or possession of firearms, fireworks, or explosives, without appropriate permits and or permission.
12. Pets off-leash unless in a designated area.
13. Use of reservable picnic shelters without a permit.
14. Playing of golf anywhere except a golf course.
15. Operation of vending or concessions without an event permit or lease. Roving concessions on park roads and parking areas such as ice cream trucks are not permitted at any time.
16. Paintball unless with a special event permit.

Park hours are sunrise to sunset unless otherwise posted or for permitted events.

**ATTACHMENT III
KNOX COUNTY SPORTS FACILITIES
2010 POLICY MANUAL**

The Knox County Sportspark is a state of the art complex consisting of four 300' softball/baseball fields and one grassed baseball field along with three multi-purpose bermuda game/practice areas. Tommy Schumpert Park includes 3 multi-use fields and 1 high school baseball field. John Tarleton Park includes 5 football fields. These facilities were built for both the citizens of Knox County and out of town guests for their recreation use and enjoyment. Below is a list of policies that apply to the use of these facilities. Groups and/or individuals who wish to use the facilities on a short-term basis must abide by these policies. The facilities are maintained by Knox County Parks & Recreation and managed by the Contractor.

INSURANCE REQUIREMENTS: Any group wishing to rent all or part of this facility shall have written proof of \$1,000,000 in liability insurance and have the Contractor, Knox County Government and Knox County Parks & Recreation specifically named as an additional insured. This written proof of insurance must be provided to the Contractor when the schedule of games is submitted.

DEPOSIT FEE: A deposit check in the amount 50% of the rental price, made out to the "Contractor" must be provided once a "Facility Request Form" has been submitted and an event approved by the Facility Manager. This deposit will be applied toward the final total cost due to the Contractor for use of the complex. All deposits are non-refundable, except in the case of a cancellation due to weather where the entire tournament is cancelled.

UMPIRES: The Contractor through its agents reserves the right to approve all umpires used for games played at the facility. This decision will be made by the Facility Manager. We prefer that local, qualified umpires be used to officiate games. Umpires must be registered and in good standing with whatever particular group they are representing. Umpires must be properly attired at all times. An "umpire in charge" will be designated as the primary contact with the Facility Manager.

MANDATORY MEETING: There will be mandatory meeting between the Contractor designated representative and Person(s) holding a tournament at the Knox County facilities prior to the tournament. Issues related to officials, inclement weather policy, insurance, schedule, etc. will be discussed.

RESPONSIBLE PARTIES: User groups/individuals of the facilities will be responsible for:

- Advertising
- Scheduling Games
- Providing Balls
- Scheduling and paying umpires
- Providing Awards
- Handling game protest
- Scheduling and paying scorekeepers
- Scheduling and paying gatekeepers
- Providing tournament rules
- Providing tournament brackets
- Providing rain out policy
- Providing trainers (if required)
- Providing security (if required)

SCOREKEEPERS: The facility can supply scorekeepers who have been trained to keep score and are familiar with the scorekeeping equipment at the facility. It will be the responsibility of the user groups/individuals of the facility to pay each scorekeeper. The rate will be \$_____ per game.

The Contractor and Knox County will be responsible for:

***FIELD SUPERVISOR:** A "Field Supervisor" is someone who will represent the facility's interest and make the final decision on such issues as playing conditions of the field, curfews, etc.

***FIELD PREPARATION:** before the field rental begins the field will be prepared to play. This includes mowing the grass, striping the lines, dragging the field, placing of bases, etc. This will be done each morning of the rental before play begins.

***CONCESSIONS:** Concessions will be provided during the time that the fields are rented. A variety of food and drinks will be available for players and spectators to purchase.

OUTSIDE COOLERS ARE NOT PERMITTED

***RESTROOMS:** Daily cleaning restrooms for men and women will be provided by Knox County during Knox County leagues and events or by the contractor during contractor scheduled events.

***TRASH PICK UP:** Trash will be emptied daily by Knox County and Contractor crews. User groups/individuals are strongly encouraged to remind their participants to use the receptacles provided and not throw trash on the ground.

***SECURITY:** A security individual may be assigned/required at the cost of the renter to periodically be on site to patrol the parking lots, deal with any disturbances and generally assist the facility manager as needed.

GAME TIMES: No game will begin before 8:00 a.m. No game will start after 10:00 p.m.

PARK CLOSING: Lights will not be on after 12:00 midnight.

INCLEMENT WEATHER POLICY: Each user group/individual will have a written "INCLEMENT WEATHER POLICY" on hand for their activity, in case of rain or other weather conditions that might delay or postpone games. There must be a plan of action that allows for speeding up play, or shortening the total number of games to be played in case there are long delays in scheduled games. The "INCLEMENT WEATHER POLICY" must be turned in with written proof of insurance and a tentative schedule by Tuesday before the tournament. The Contractor and Knox County reserves the right to determine when the field is not playable. Under no circumstances is the field to be used for play when the facility manager has determined that the conditions are unsafe for users or possibly harmful to the fields.

PARK RULES: Knox County Parks and Recreation Department has the following rules for the SPORTSPARK COMPLEX that are expected to be followed by all users of the facility. VIOLATORS OF THESE RULES WILL BE ASKED TO LEAVE THE PREMISES.

- No Alcoholic beverages.
- No pets
- No knives, firearms or explosives without appropriate permits or permission
- No outside coolers
- No outside food or beverages
- No profanity or loud threatening language
- No hitting into the fences
- No tobacco products
- No individuals under 14 years of age to be in the scorer's area
- All warm ups must be done in the outfield or designated areas

FEE SCHEDULE: The cost for renting the facilities is \$_____ per day with a minimum of two (2) fields. One day only tournaments will be considered if the schedule allows. This cost includes preparing the field (s) for play each day. Additional preparations during the course of the day will be charged \$____ for labor plus the Contractor's cost for conditioner, if needed.

OUTSIDE VENDORS: Vendors selling items during tournaments (i.e. t-shirts, caps, balls, etc.) are allowed on-site at the Knox County facilities. The Contractor reserves the right to determine where vendors may set up. There will be a \$50 per day vendor booth charge, to be paid by check in advance of setting up by either the vendor or tournament sponsor.

ATTACHMENT IV

Reference Check RFP #2929 CONCESSIONS OPERATIONS

Vendor _____

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least one year. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. **DO NOT USE ANY KNOX COUNTY DEPARTMENT AS A REFERENCE.**

Reference #1

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person telephone number: _____

Contact Person e-mail: _____

Nature of contract: _____

Contract start date: _____ Contract end date: _____

Reference #2

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person telephone number: _____

Contact Person e-mail: _____

Nature of contract: _____

Contract start date: _____ Contract end date: _____

Reference #3

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person telephone number: _____

Contact Person e-mail: _____

Nature of contract: _____

Contract start date: _____ Contract end date: _____

ATTACHMENT V

REQUEST FOR PROPOSAL NUMBER 2929

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.

Authorizing Signature: _____
(Sign in BLUE ink)