

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Mowing Services** as specified herein. Bids must be received by **2:00 p.m. on January 17, 2023**. Late bids will neither be considered nor returned.

Deliver Bids To:
Bid Number 3353
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767 or emailed to jay.garrison@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current bids 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 ninety (90) 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 (IFB).
- 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, line item basis or schedule basis. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.
- 1.6 BID DELIVERY:** Knox County requires respondents, when hand delivering submittals, 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, nor will Knox County be responsible for submittals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Responses 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 BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in their bid.

Or Equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the County. It shall be the responsibility of the bidders, including bidders whose product is referenced; to furnish with their bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of their bid.

- 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 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 sub-contract 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, CPPB, Administrator of Business Outreach
Knox County Procurement Division
Telephone: 865.215.5760
Email: diane.woods@knoxcounty.org
- 1.9 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures regarding solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.10 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.
- 1.11 COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.
- 1.12 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.13 DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors may also be requested to provide descriptive literature with their bid.
- 1.14 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will not accept electronically transmitted bids through the County's online Procurement system. Facsimile and email submission is strictly prohibited. Bids may be submitted by hand or commercial carrier.
- 1.15 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." 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, "KnoxBuys," 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.
- 1.16 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.17 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

- 1.18 NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.19 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via email. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (VISA). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their bid response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.20 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.21 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.22 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.23 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
- 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 (IFB) 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 **January 3, 2023 at 4:30 p.m. local time.** These requirements also apply to specifications that are ambiguous.
- 1.25 SIGNING OF BIDS:** In order to be considered, all bids must be signed. Please sign the original in blue ink. By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document.
- 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 comparable customers receive.
- 1.28 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.29 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 bidder's 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 On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.
- 1.32 **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 five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract.
- Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.
- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

- 2.10 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its sub-contractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its sub-contractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices. Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest 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, sub-contractor 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) Contract, (2) Invitation for Bid, (3) Bid, (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, and 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 and warehoused.
- 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 or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at any time upon written notice of thirty (30) calendar days. 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 upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of Mowing Services as desired by Knox County and Knox County Parks and Recreation. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance may require a specific written action by Knox County so stating.
- 3.3 ADDITION/DELETION OF SITES:** Knox County reserves the right to add and/or delete sites as the needs may arise. If sites are to be added, Knox County and the successful vendor(s) shall arrive at a mutually agreeable price. Any addition or deletion of a site or sites must be in writing and sent to the Procurement Division for review. An amendment to the Contract will be required in order to add sites. No verbal agreements will be binding on the County and the County will not be required to pay for additional services that are not properly amended through the Contract. Likewise, if the area to be mowed at a park or parks is increased, resulting in an increase to the cost to mow the park or parks, this must be amended as well. No verbal agreements to expand the services will be binding.
- 3.4 AWARD LENGTH:** The length of this Contract will be one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) one-year periods, one (1) year at a time, for a possible total of five (5) years. Knox County reserves the right to purchase these goods from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.5 BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be a requirement for all employees of the vendor's staff providing services to Knox County. Certain felony convictions will prohibit individuals from servicing this department. The successful Contractor will be required to submit a list of all employees that will be servicing the Knox County account. This list must be kept current and include the full name, current address, social security number, valid driver's license number and phone number of each employee. All associated costs for the background checks will be the responsibility of Knox County. Personal information will be kept confidential.
- 3.6 BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 3.7 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.
- 3.8 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.

- 3.9 CHANGES AFTER AWARD:** It is possible that after award Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.
- 3.10 COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone number, and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.
- 3.11 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants 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. As applicable, all Vendors must be certified by the State of Tennessee as required by Tennessee Code Annotated. All certifications for the operations requested herein must be current and submitted with the bid.
- 3.12 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.
- 3.13 CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful vendor(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 attachments. If a Contractor's Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted, they may not be accepted. The submission of such forms may result in the disqualification of the vendor's bid.
- 3.14 CONTRACTOR'S RESPONSIBILITIES:** At their own expense, the Contractor(s) shall:
- 3.14.1** Provide qualified supervision;
 - 3.14.2** Provide qualified workers;
 - 3.14.3** Perform work without unnecessarily interfering with Knox County activities or other Contractor(s).
- 3.15 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Each zone will be evaluated separately from the others and will be based off of the following criteria for a total of 100 points for each zone. Bidders may bid on all zones or any combination of zones 1-4. There is no requirement that bidders bid on all zones to be considered for award. As per Section 1.5, the County will determine the award structure that is in its best interest.

Price

70 Points

Knox County reserves the right to ascertain whether or not bid prices are realistic.

Vendor Capabilities and Experience

30 Points

Equipment assigned to Knox County account.
 Number of crews and number of employees assigned, by zone
 to Knox County account
 References

Knox County may use your stated capabilities to ascertain if you can be reasonably expected to service all of the sites that you might be offered if your bid is the highest scoring response.

3.16 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.

3.17 GRATUITIES AND KICKBACKS: It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a sub-contractor under a contract to the prime contractor or higher tier sub-contractor or a person associated therewith, as an inducement for the award of a sub-contract or order.

Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or sub-contractor under Knox County contracts.

3.18 IDENTIFICATION: All employees of the successful Contractor(s) must have visible identification at all times while on the premises during service work. This may be in the form of a picture identification badge and/or company uniform.

3.19 INSURANCE: The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment B hereto. As proof the Contractor's willingness to obtain and maintain the insurance during the course of the Contract, both the Contractor and their insurance agent must complete, sign and submit the Insurance Checklist with their bid response. Upon Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) with the appropriate coverage and naming Knox County as the additional insured. It will be the responsibility of the Contractor(s) to keep a current COI on file with Knox County at all times.

3.20 INVOICING: Mail invoices to:

Knox County Parks and Recreation
2447 Sutherland Avenue
Knoxville, TN 37919

3.21 INTERPRETATION: No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.22 INVOICING PROCEDURES: Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Billing" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desired to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of that invoice. Rejected invoices will be returned to the Contractor for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

- 3.23 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.
- 3.24 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bid, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.25 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division prior to the time set for the opening of bids or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bid.
- 3.26 PRE-BID CONFERENCE:** There will be a pre-bid conference on **December 21, 2022 at 10:00 a.m.** The pre-bid conference will be held at the Knox County Procurement Division, 1000 N. Central St, Suite 100, Knoxville, TN 37917. Please review your copy of this solicitation and bring it with you. The pre-bid meeting is for informational purposes only. Vendors are cautioned that nothing is legal or binding on Knox County unless stated in writing and made part of the solicitation. Official addenda must be issued from the Knox County Procurement Division.
- 3.27 PRICING:** The bidder(s) warrant that the unit price shall remain firm for a period of one (1) year from the first day of the Contract period. If the Contract is increased after the first year, Knox County must be given a written notice to consider. Such a request shall include at a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. If the price increase is rejected the Contractor may:
- 3.27.1 Continue with the existing prices
 - 3.27.2 Request a lower price increase
 - 3.27.3 Not accept the renewal offer
- If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.
- 3.28 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.29 QUANTITIES:** Knox County does not guarantee any quantities will be ordered under this solicitation. The quantities listed in Attachment A are the anticipated quantities needed for this project.
- 3.30 REFERENCES:** Submit a list of three (3) references with which you have performed this type of service within the past five (5) years. Show the name of the agency or institution, person to contact, their current telephone number, current fax number, current e-mail address and the nature and size of the contract. Do not list any Knox County or Knox County Schools department as a reference. References must be provided on the attached Reference Check Form.
- 3.31 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 goods/services proposed.
- 3.32 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.
- 3.33 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 to be performed. Furthermore, the Contractor is solely responsible for the training of all their employees regarding all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for

the services provided. 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 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. 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 department designee. Contractor 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 Contractor from damage, which might be done or caused by services performed under this Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged area(s) to original condition at the expense of the Contractor.

The Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. The Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

- 3.34 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. Due to the nature of the use of some of Knox County parks, mowing on the weekend will not be permitted without written consent from Knox County Parks and Recreation. Athletic fields, playground areas and picnic shelter areas shall only be mowed Monday-Friday from 7:00 am to 5:00 pm. Mowing after dark is not permitted in any park. Reference Section 4.12 for additional information on mowing cycles.
- 3.35 SITE VISITS:** Each vendor is strongly encouraged to visit each site they will be submitting a bid for to gain an understanding of the scope of the mowing to be completed. After visiting the sites, bidders may submit questions as per Section 1.1.
- 3.36 SUB-CONTRACTING:** Any sub-contracting must be approved, in advance by the Knox County Parks & Recreation Department. Knox County may terminate the Contract if subcontracting is done without approval.
- 3.37 SUB-CONTRACTORS:** Bidders are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.
- 3.38 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **January 3, 2023 at 4:30 p.m.** local time. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

- 4.1 ADDITION OF TREES, SHRUBS, PLAY AREAS, ET CETERA:** With a county of this size, such items will be added over time. Vendor will not receive additional payment for mowing around new items except in extreme circumstances. Determination of such extreme circumstances is solely at the discretion of the Knox County Parks & Recreation Department.
- 4.2 BUSH HOG WORK:** Vendor will not bush hog. Instead all areas will either be mowed, or string trimmed. However, the Parks & Recreation Department reserves the right to request bush hog services from the vendor should the need arise.
- 4.3 CHEMICALS:** Vendors shall not use chemicals on Knox County Parks & Recreation property without the expressed and written consent of the Parks & Recreation Department. For a request to be considered:
- 4.3.1 Submit it in writing to the Superintendent of Maintenance and the Deputy Director of Parks, 2447 Sutherland Avenue, Knoxville, Tennessee 37919.
 - 4.3.2 Include a copy of your license from the State of Tennessee to spray chemicals.
 - 4.3.3 Include a copy of your insurance coverage to spray chemicals.
 - 4.3.4 Include a copy of your bond for spraying chemicals.
 - 4.3.5 Include a copy of the SDS for the proposed chemical.

- 4.4 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all County, State and Federal 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.
- 4.5 DAMAGE:** Knox County Parks & Recreation Department strives to provide suitable mowing conditions for vendors. However, Knox County cannot guarantee that foreign objects will not be present at some point. Vendor is to exercise due caution and diligence before mowing. If damage to property is reported, Knox County Parks & Recreation and the vendor will investigate. Should the finding be that it was clearly the result of vendor's action, equipment or lack of diligence, the vendor will be totally liable.
- Vendors will be notified of accidents as they are reported. Knox County Parks & Recreation employees will not expect vendors to respond to damage reports after an excessive amount of time has passed. Rest assured that in all cases, Knox County is viewing the Contract as a partnership, will work with the vendor to achieve an equitable and fair resolution of the situation.
- 4.6 DISPLACEMENT OF CUTTINGS:** Vendor shall blow off all entrances, sidewalks, all driveways, and other normal walking areas around the park facilities.
- 4.7 DROPPING OF SITES:** Knox County Parks & Recreation may immediately cancel a Contract with a vendor for failure to show for a scheduled mowing unless arrangements have been made to re-schedule.
- 4.7.1 Should a vendor drop a site or have a site taken away, Knox County reserves the right to negotiate with the other awarded contractors, receive quotes from other mowing service providers or issue a new Invitation for Bid for the sites dropped.
- 4.7.2 Should a vendor desire to drop a site, Parks & Recreation expects that the vendor will provide at least a fourteen (14) business days' written notice and will have completed the mowing for the most recent cut cycle.
- 4.7.3 If the contract is awarded by zone, any contractor dropping one site in a zone will forfeit the entire zone.
- 4.8 EQUIPMENT:** Vendor is responsible for providing, maintaining and transporting all necessary equipment and fuel for its use, in connection with the program of mowing described herein. All equipment will be maintained in a safe operating condition.
- 4.9 EXCLUSIONS:** The mowing of athletic fields at John Tarleton, Tommy Schumpert and Sports Park is excluded from this contract. Also, the mowing of two soccer fields at Ball Camp Park is excluded from this contract.
- String trimming around athletic fields not mowed by Contractor: The County will maintain the grass inside the fences of athletic fields not mowed by the Contractor. The Contractor shall string trim the outside of the fences.
- 4.10 LITTER AND DEBRIS:** Vendors shall understand that it is their responsibility to remove litter and debris prior to mowing. The Contractor shall dispose of litter in a manner acceptable to all County and State codes and ordinances. Excessive piles of grass clippings must be removed from all sites covered by the Contracts resulting from this bid.
- 4.11 MOWING CYCLE:** Knox County Parks & Recreation intends, as the standard, to issue cut cycles every seven (7) days. However drastic conditions such as excessive rain or drought may lengthen and/or lessen the cut cycles. Rest assured that in all cases, Knox County Parks & Recreation views the Contract as a partnership and will work with the vendor to achieve an equitable and fair resolution of these situations.
- 4.11.1 It is the intention of Knox County and Knox County Parks and recreation to have parks mowed on a set day of the week. It will be the responsibility of the contractor to work with the designated Parks and Recreation representative to establish the mowing schedule.
- 4.11.2 If, for example, a park is to be mowed on Thursday but due to weather the mowing cycle cannot be completed on the specified day, the contractor will mow the park the following day. The mowing cycle will continue the following Thursday. This does not relieve the contractor from fulfilling all regularly scheduled mowing for Friday.
- 4.11.3 Mowing cycles that are not able to be completed in one week due to inclement weather will be completed the following Monday. The mowing cycle will not be reset. This could lead to a park or parks being mowed two times in one week.
- 4.11.4 If a vendor, for whatever reason, cannot complete a mowing cycle (or other assignment) during the specified time frame, they may request permission to sub-contract the assignment to another awarded contractor. Knox County may ask the next lowest bidder to complete that cut cycle or mow the site itself. Repeated

failures to complete mowing cycles may result in termination of the contract. Knox County reserves the right to negotiate with other contractors or to rebid the entire zone, if so awarded. Knox County Parks & Recreation estimates approximately thirty-two (32) mowing cycles for the initial Contract year beginning approximately **March 11, 2023 and continuing thru October 31, 2023**. Mowing cycles and dates may vary for each renewable year of the term bid award.

4.12 MOWING HEIGHT: Vendors shall mow to a height of **three (3) inches in park areas, no less than two (2) inches on the athletic fields only.**

4.12.1 Additional requirements:

- Tommy Schumpert Park: Due to the nature of the use of the park, the successful contractor may not be required to mow the entire park as outlined on the map. For disc golf events, the contractor will be required to mow a "fairway" and leave other areas uncut. At the discretion of Knox County Parks and Recreation, the successful contractor may be required to mow the fairways into a shape as determined by the County. For example, the mowed area may be cut into a kidney shape. The mowing heights of sections of the park may also be adjusted at the direction of The County. The contractor will be paid for mowing the entire park at the rate bid even if the entire park is not mowed. Uncut areas will be bush hogged by Knox County Parks and Recreation as needed.

4.13 MOWING INSIDE ENCLOSED AREAS SUCH AS PLAY-BOXES: If a boxed off area (i.e. box off with landscape timbers, railroad ties, et cetera) has wood chips, it will be the responsibility of the Parks and Recreation Department to maintain it. However, if it does not have wood chips the vendor will mow the area.

4.13.1 Playground borders shall be string-trimmed by the Contractors.

4.14 STRING TRIMMING: Vendor shall string trim (weed eater, et cetera) the areas listed below to the specified mowing height. Care should be taken to not do any damages to the object being trimmed, especially trees, shrubs and fences.

- Around Shrubs
- Around Structures
- Around Tree Rings
- Curbs
- Fencing
- Walks

4.15 VENDOR RESPONSIBILITIES: At their own expense, the vendor shall:

- 4.15.1 Provide competent supervision.
- 4.15.2 Provide competent workers and identifiable company uniforms. All contractor personnel must wear a shirt at all times with contractor's name only on the back of the shirt.
- 4.15.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
- 4.15.4 Perform work without unnecessarily interfering with park activities or other vendor(s).
- 4.15.5 The vendor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the vendor's expense. Upon completion and before making application for acceptance of the work, the vendor shall clean the work-area with the work, of all rubbish, temporary structures and equipment.
- 4.15.6 The vendor shall be responsible for maintaining the work area in such a manner that the public and Knox County Parks & Recreation staff may continue to work at the park facilities.
- 4.15.7 Upon completion of work, the vendor shall take a picture and email or text it to the Parks Maintenance Superintendent and deputy director of parks. Failure to submit pictures after mowing may result in termination of the contract.

4.16 VENDOR SURVEYS: All parks shall be inspected on a regular basis. The results will be shared with the vendor. Please note that poor results can lead to Contract revocation. Knox County shall provide a sign at all parks indicating the contract mower and contact phone number. Repeated complaints on a contractor may be recorded and may result in termination.

BIDDERS NEED NOT RETURN PAGES 1-12 WITH THEIR RESPONSE

SECTION V VENDOR INFORMATION FOR INVITATION FOR BID 3353 MOWING 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: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____
City State Zip

5.4 Contact Person: _____
Telephone Number: _____ Email Address: _____

5.5 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 Original in Blue Ink

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
Sign Original in Blue Ink

5.6 Vendor's Knox County Business License Number (if applicable): _____
Attach a Copy of the License

5.7 Will you accept the VISA Credit Card as payment per Section 1.19? ☐ Yes ☐ No

5.8 Did you complete and return the Insurance Checklist? ☐ Yes ☐ No

5.9 Will your company accept an Electronic Commerce (VISA) Card as payment for your services? ☐ Yes ☐ No

5.10 Did you complete and return Attachment A, Reference Check? ☐ Yes ☐ No

5.11 Is your company in full compliance with Section 2.21 Tax Compliance? ☐ Yes ☐ No

5.12 Years in This Business: _____

5.13 Total Number of Governmental Clients similar in size to the Knox County account: _____

Total number of all clients similar in size to the Knox County account: _____

5.14 List of Major Equipment that will be directly assigned to the Knox County account:
(this is required; you may attach additional pages if necessary.) **Do not include equipment that will not be used for the Knox County account.**

Trucks with trailers and/or haulers: _____

Mowers: _____

String Trimmers: _____

Blowers: _____

Other equipment, if applicable: _____

5.15 Number of crews and number of employees per crew that will be assigned to each zone:

South Knox Count Zone: _____ crews assigned employees per crew: _____

East Knox Count Zone: _____ crews assigned employees per crew: _____

North Knox Count Zone: _____ crews assigned employees per crew: _____

West Knox Count Zone: _____ crews assigned employees per crew: _____

5.16 I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.17 Do you accept the terms and conditions of the bid? ____Yes ____No ____Yes, with exception

If you do not fully accept the terms and conditions, please note the exceptions below:

Please note: Sterchi Hills Park and Greenway are considered as one property for pricing purposes. Melton Hill Park and Melton Hill/Hardin Valley Community Center are separate properties for pricing purposes.

6.1 South Knox County Zone:

- Alcoaway Optimist Park – 2022 Belt Road, Knoxville, TN 37920: \$_____per mowing cycle
- Bower Field – 8744 Chapman Highway, Knoxville, TN 37920: \$_____per mowing cycle
- French Memorial Park, Including Pinkston Greenway –
7752 Martin Mill Pike, Knoxville, TN 37920: \$_____per mowing cycle
- I.C. King Park – 3440 Alcoa Highway, Knoxville, TN 37920: \$_____per mowing cycle
- Maloney Road Park and trail – 3516 Ginn Drive, Knoxville, TN 37920: \$_____per mowing cycle
- Marine Park – 2201 Alcoa Highway, Knoxville, TN 37920: \$_____per mowing cycle
- John Tarleton Park – 3201 Division St, Knoxville, TN 37919: \$_____per mowing cycle

Total for South Zone per mowing cycle: \$_____per mowing cycle

SECTION VI PRICING BID 3353 MOWING SERVICES

Vendor Name: _____

6.2 East Knox County Zone:

- Forks of the River Park –
5428 Strawberry Plains Pike, Knoxville, TN 37914: \$_____per mowing cycle
 - Mascot Park – 1909 Number Two Drive, Knoxville, TN 37806: \$_____per mowing cycle
 - Thomas “Tank” Strickland Park –
4618 Asheville Highway, Knoxville, TN 37914: \$_____per mowing cycle
 - Spring Place Park – 5201 Parker Drive, Knoxville, TN 37924: \$_____per mowing cycle
 - East Knox Park – 9315 Rutledge Pike, Knoxville, TN 37806: \$_____per mowing cycle
 - Carter Park – 9030 Asheville Highway, Knoxville, TN 37924: \$_____per mowing cycle
-

Total for East Zone per mowing cycle: \$_____per mowing cycle

SECTION VI PRICING BID 3353 MOWING SERVICES

Vendor Name: _____

6.3 North Knox County Zone:

- Sterchi Hills Park – 1145 Dry Gap Pike, Knoxville, TN 37918: \$_____per mowing cycle
- Tommy Schumpert Park –
6400 Fountain City Road, Knoxville, TN 37918: \$_____per mowing cycle

**Sterchi Hills Park and Tommy Schumpert Parks also include
a greenway that connects the parks.

- Nicholas Ball Park –
8728 Ball Camp Pike, Knoxville, TN 37931: \$_____per mowing cycle
- Harrell Road Stormwater Park –
7221 Harrell Rd, Knoxville, TN 37931: \$_____per mowing cycle
- Powell Levi Park –
7222 Martingale Drive, Knoxville, TN 37849: \$_____per mowing cycle
- Corryton Park – 7737 Corryton Road, Knoxville, TN 37721: \$_____per mowing cycle
- Gibbs Ruritan Park –
7827 Tazewell Pike, Knoxville, TN 37938: \$_____per mowing cycle

Total for North Zone per mowing cycle: \$_____per mowing cycle

SECTION VI PRICING BID 3353 MOWING SERVICES

Vendor Name: _____

6.4 West Knox County Zone:

- Guinn Road Park – 4115 Guinn Road, Knoxville, TN 37932: \$_____per mowing cycle
- Hickory Creek – 2120 Everett Road, Knoxville, TN 37932: \$_____per mowing cycle
- Melton Hill Park –
3230 Williams Bend Road, Knoxville, TN 37932: \$_____per mowing cycle
- Melton Hill/Hardin Valley Community Center –
12734 Hickory Creek Rd, Knoxville, TN 37932: \$_____per
mowing cycle
- Solway Park – 3206 Solway Road, Knoxville, TN 37932: \$_____per
mowing cycle
- Walker Springs Park to include all trails, 10 Mile Greenway
and Crestwood Lot – 700 Kidder Lane, Knoxville, TN 37923: \$_____per
mowing cycle
- Knox County Sportspark – 8050 Oak Ridge Highway,
Knoxville, TN 37931: \$_____per
mowing cycle
- Pellissippi Greenway – 10915 Hardin Valley Road and Carmichael Rd,
Knoxville, TN 37932: \$_____per
mowing cycle
- Crestwood Lot – 308 Bridgewater Road, Knoxville, TN 37923: \$_____per
mowing cycle

Total for West Zone per mowing cycle: \$_____per
mowing cycle

6.5 Total for all zones per mowing cycle: \$_____per
mowing cycle

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INVITATION FOR BID 3353
MOWING SERVICES**

Vendor: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service during the last five (5) years. 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 Government or Knox County Schools department as a reference.

Name of Firm: _____
Contact Person: _____ Phone Number: _____
Email Address: _____
Nature of Contract: _____
Services Provided: _____
Contract start date: _____ Contract end date: _____

Name of Firm: _____
Contact Person: _____ Phone Number: _____
Email Address: _____
Nature of Contract: _____
Services Provided: _____
Contract start date: _____ Contract end date: _____

Name of Firm: _____
Contact Person: _____ Phone Number: _____
Email Address: _____
Nature of Contract: _____
Services Provided: _____
Contract start date: _____ Contract end date: _____

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3353

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

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.	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> AUTOMOBILE LIABILITY <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input checked="" type="checkbox"/> ANY AUTO-SYMBOL (1) </div> <div style="width: 30%;"></div> <div style="width: 30%;"></div> </div> </div>	<div style="display: flex; justify-content: space-between;"> <div>COMBINE SINGLE LIMIT (Per -Accident)</div> <div>1,000,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>BODY INJURY (Per -Person)</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>BODY INJURY (Per-Accident)</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>PROPERTY DAMAGE (Per-Accident)</div> <div></div> </div>
YES	4.	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> COMMERCIAL GENERAL LIABILITY </div> <div style="display: flex; justify-content: space-between;"> <div>CLAIM MADE</div> <div><input checked="" type="checkbox"/></div> <div>OCCUR</div> </div> <div style="display: flex; justify-content: space-between;"> <div></div> <div></div> <div></div> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> GEN'L AGGREGATE LIMITS APPLIES PER </div> <div style="display: flex; justify-content: space-between;"> <div>POLICY</div> <div><input checked="" type="checkbox"/></div> <div>PROJECT</div> <div></div> <div>LOC</div> </div> <div style="display: flex; justify-content: space-between;"> <div></div> <div></div> <div></div> </div>	<div style="display: flex; justify-content: space-between;"> <div></div> <div>LIMITS</div> </div> <div style="display: flex; justify-content: space-between;"> <div>EACH OCCURRENCE</div> <div>1,000,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>FIRE LEGAL LIABILITY</div> <div>100,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>MED EXP (Per person)</div> <div>\$5,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>PERSONAL & ADV INJURY</div> <div>1,000,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>GENERAL AGGREGATE</div> <div>2,000,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE</div> <div>2,000,000</div> </div>
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	\$1,000,000
		PROFESSIONAL LIABILITY	
NO	10.	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> ARCHITECTS &ENGINEERS ASBESTOS & REMOVAL LIABILITY MEDICAL MALPRACTICE MEDICAL PROFESSIONAL LIABILITY </div>	<div style="display: flex; justify-content: space-between;"> <div>\$1,000,000 PER OCCURRENCE/CLAIM</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>\$2,000,000 PER OCCURRENCE/CLAIM</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>\$1,000,000 PER OCCURRENCE/CLAIM</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>\$1,000,000 PER OCCURRENCE/CLAIM</div> <div></div> </div>
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	100,000 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	DE 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. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED

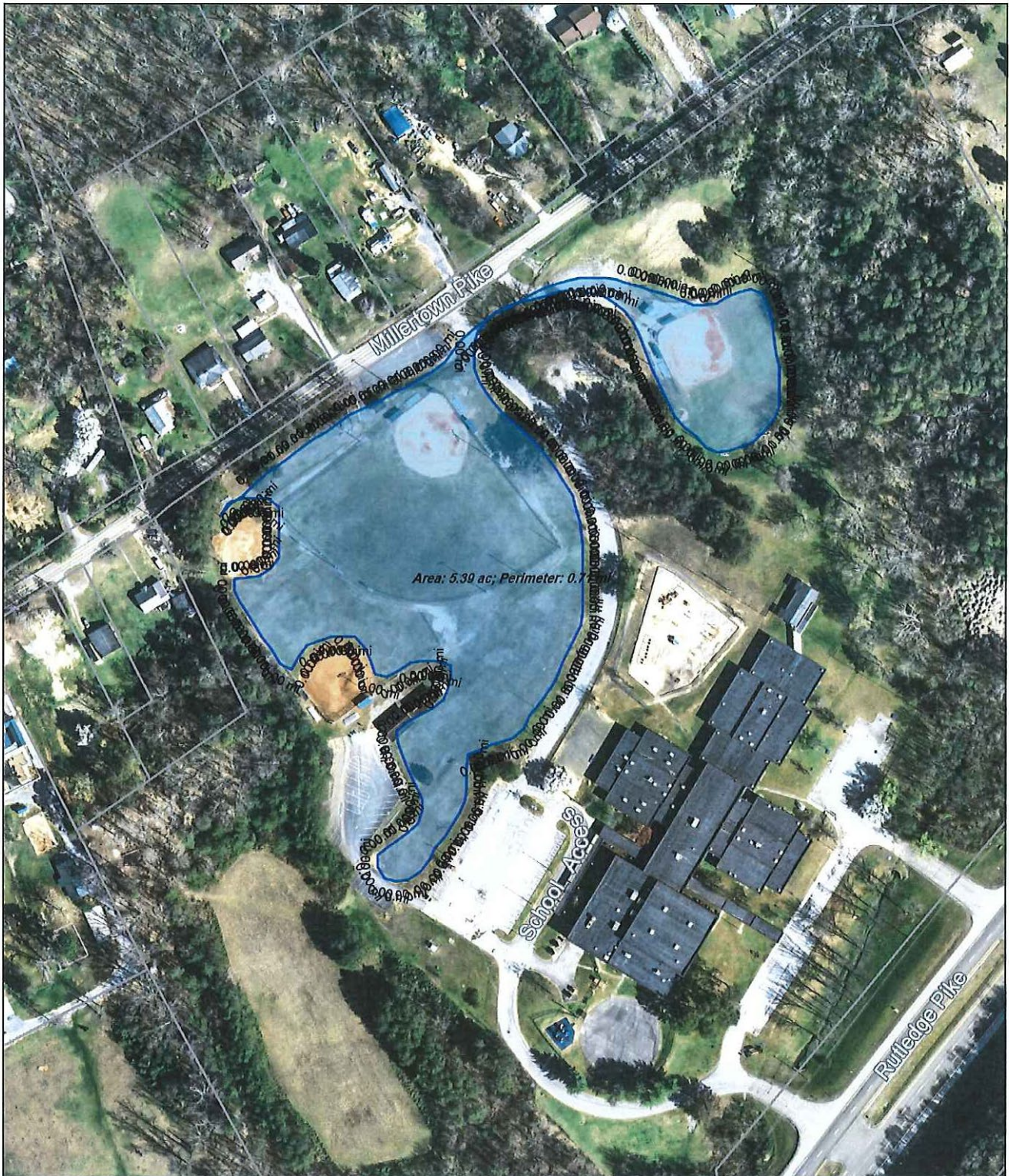
INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE PROPOSER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

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

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

EAST
MOWING
SECTOR



EAST KNOX PARK

8

9216 MILLERTOWN PIKE
APPROX 5 ACRE MOWING AND TRIMMING

0 100 200 400

Feet

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0

CARTER PARK **9030 ASHEVILLE HWY**

APPROX 8 ACRES MOWING AND TRIMMING

0 100 200 400
 Feet

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FORKS OF THE RIVER

0

5428 STRAW PLAINS PIKE
APPROX 21 ACRES MOWING AND TRIMMING

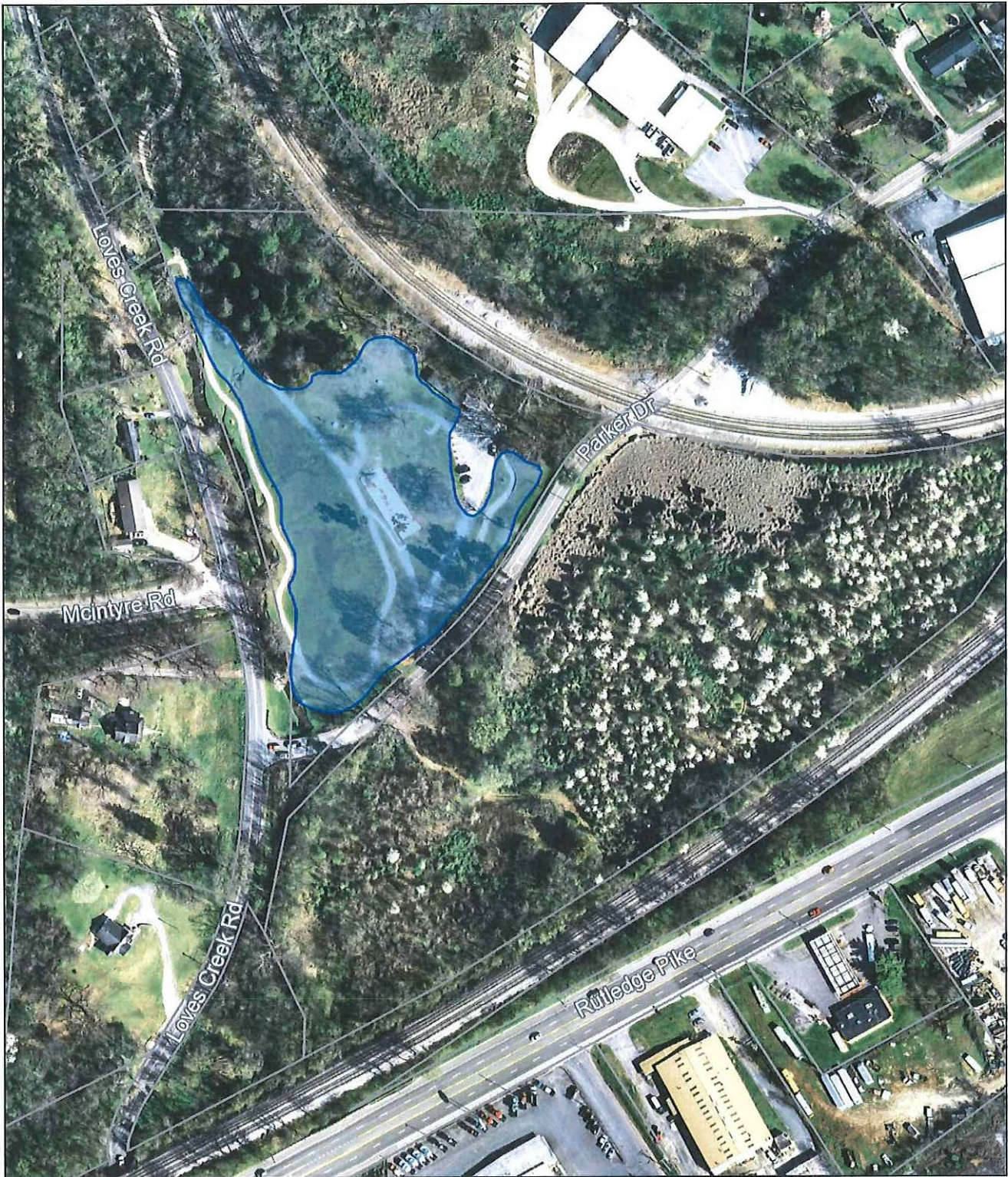
0 200 400 800

Feet

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SPRING PLACE PARK

0

5201 PARKER DRIVE
APPROX 3 ACRE MOWING AND TRIMMING

0 100 200 400

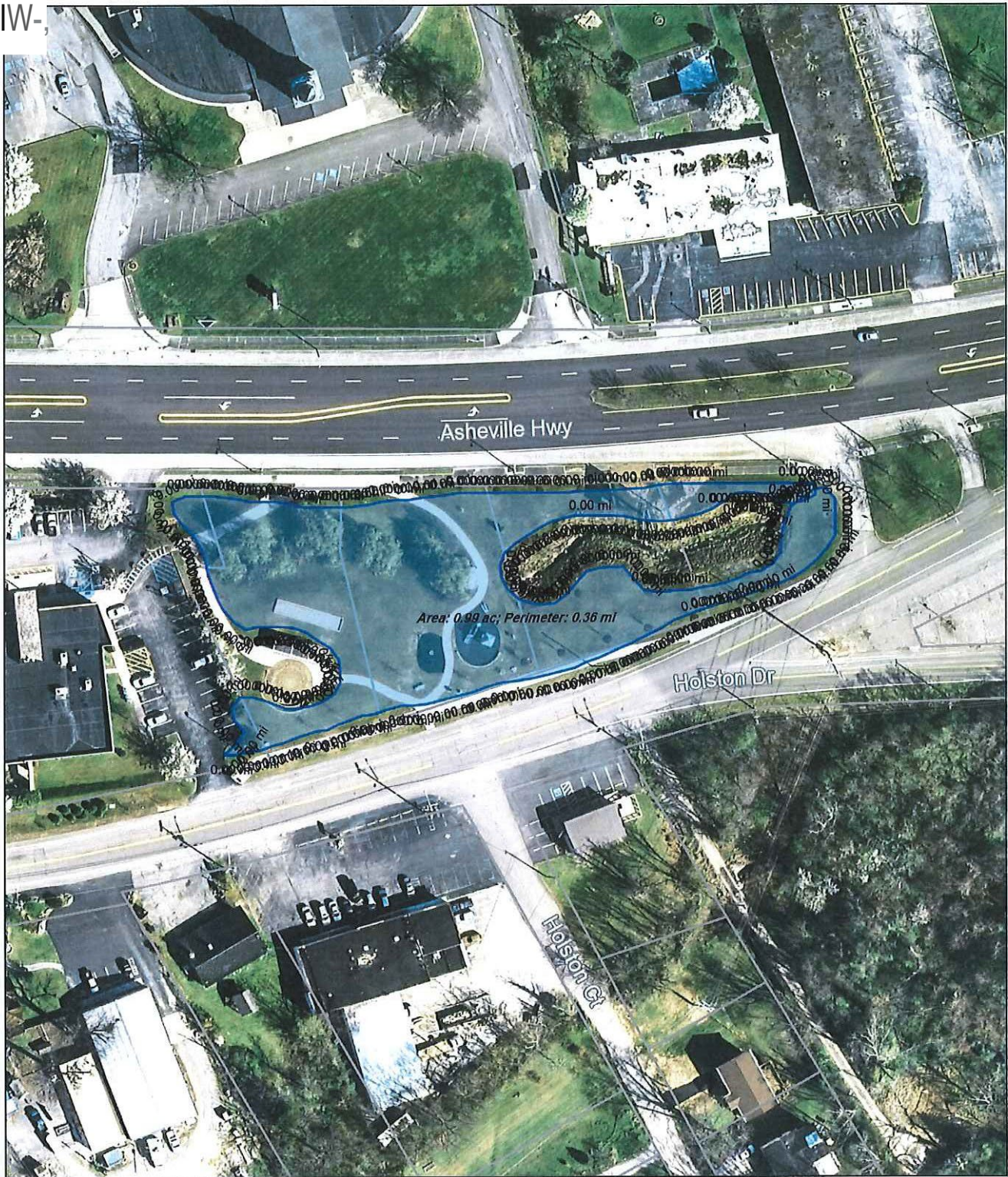
Feet

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IW-



e

TANK STRICKLAND PARK
4628 ASHEVILLE HWY
APPROX 1 ACRE MOWING AND TRIMMING

0 50 100 200

Feet

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MASCOT

8

1909 NUMBER TWO DRIVE
APPROX 3 ACRES MOWING AND TRIMMING

0 100 200 400

Feet

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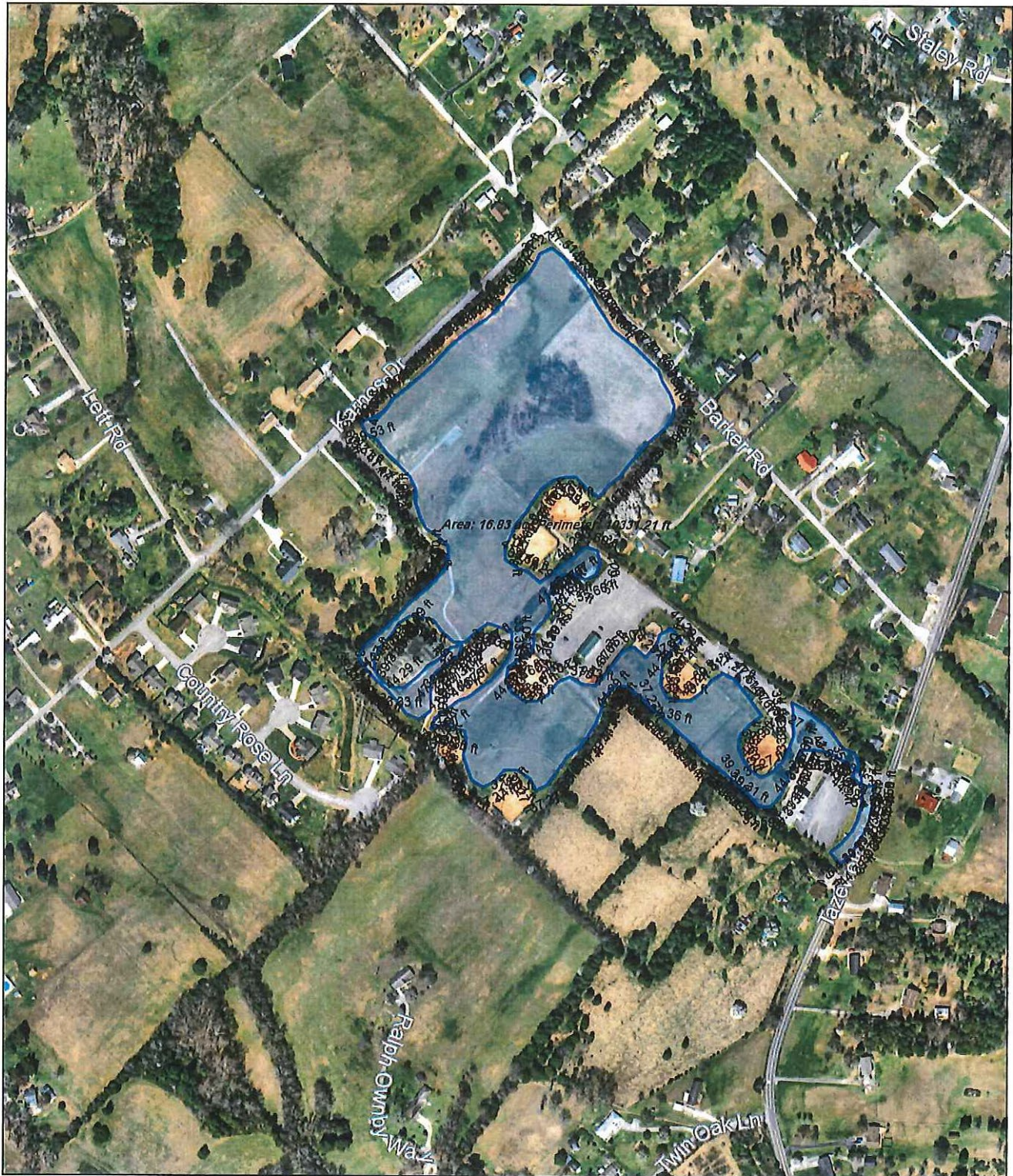
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NORTH

MOWING

SECTORS



GIBBS RURITAN PARK
 7827 TAZWELL PIKE
 APPROX 17 ACRES MOWING AND TRIMMING

0 200 400 800

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CORRYTON PARK 7737 CORRYTON ROAD

8

APPROX 4 ACRES MOWING AND TRIMMING

0 100 200 400

Feet

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HARRELL RD PARK 7221 HARRELL RD

0

APPROX 1/2 MILE TRAIL AND FENCE LINE AT 12
FEET EACH SIDE

0 100 200 400

Feet

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NICHOLAS BALL 8728 BALL CAMP PIKE

8

APPROX 15 ACRES MOWING AND TRIMMING

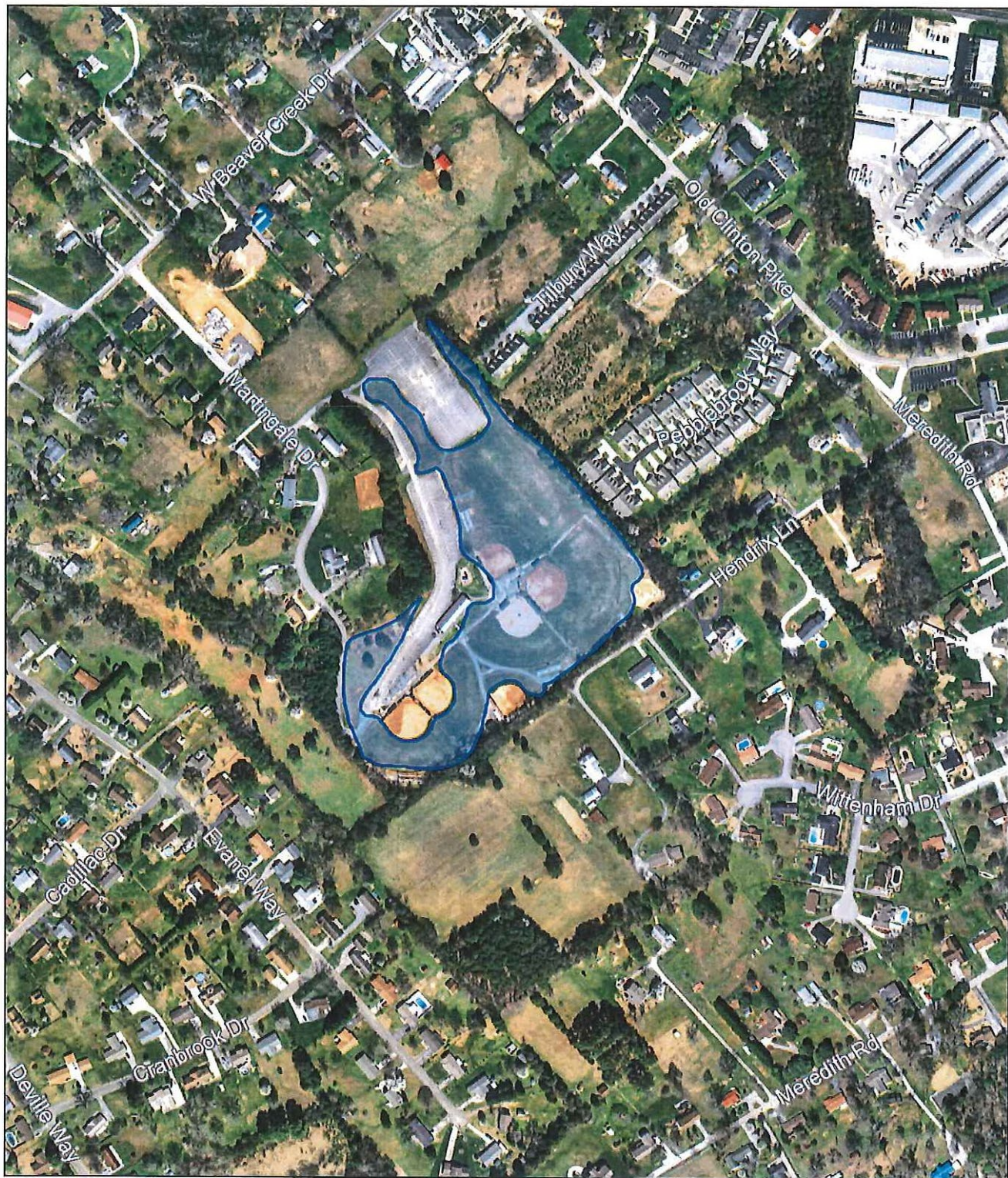
0 200 400 800

Feet

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POWELL LEVI 7222 MARTINGALE DR

8

APPROX 9 ACRES MOWING AND TRIMMING

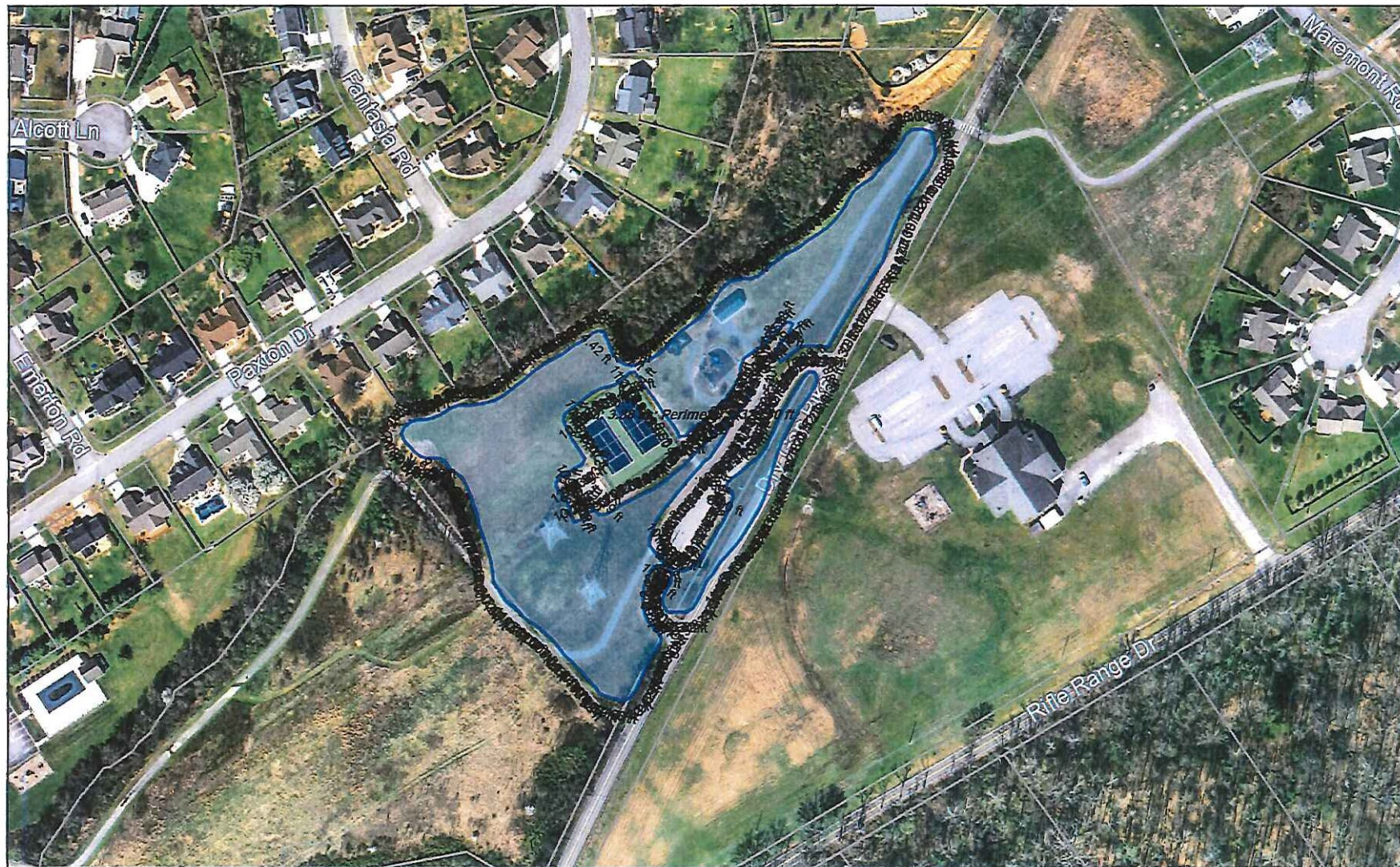
0 200 400 800

Feet

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0

**STERCHI HILLS PARK 1145 DRY GAP PIKE
APPROX 3 ACRES OF MOWING AND TRIMMING**

Notes

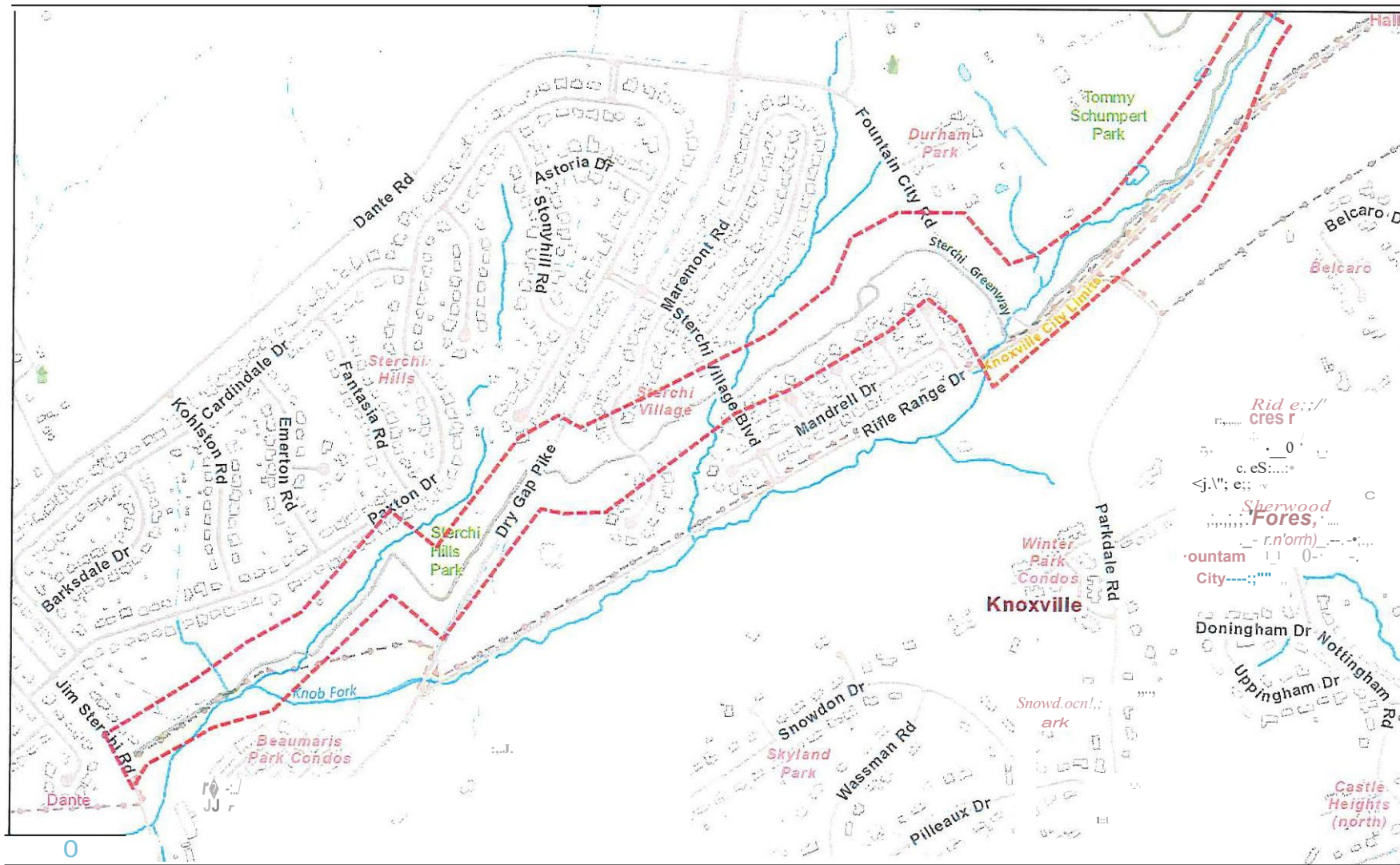
0 100 200 400

Feet

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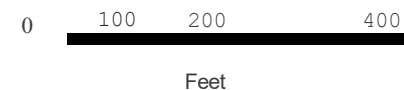
<h1>0</h1>	<h2>STERCHI HILLS GREENWAY</h2> <h3>APPROX 1.5 MILES OF GREENWAY AT 12 FOOT MOWING EACH SIDE</h3> <p>Notes</p>	<p>0 400 800 1600</p> <p>Feet</p>
<p>KGIS makes no representation or warranty as to the accuracy of this map and its information, nor to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.</p> <p>© KGIS 2017 Printed: 12/6/2017 10:44:21 AM</p>		



0

TOMMY SCHUMPERT PARK 6400 FOUNTAIN CITY ROAD **APPROX 11 ACRES MOWING AT TWO HEIGHTS FOR DISC GOLF COURSE**

Notes



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WEST
MOWING
SECTOR



KNOXCOUNTYSPORTSPARK

8

8050 OAK RIDGE HWY
APPROX 4 ACRES MOWING AND TRIMMING INCLUDES PARKING

0 200 400 800

Feet

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MELTON HILL PARK

0

3230 WILLIAMS BEND
APPROX 7 ACRES MOWING AND TRIMMING

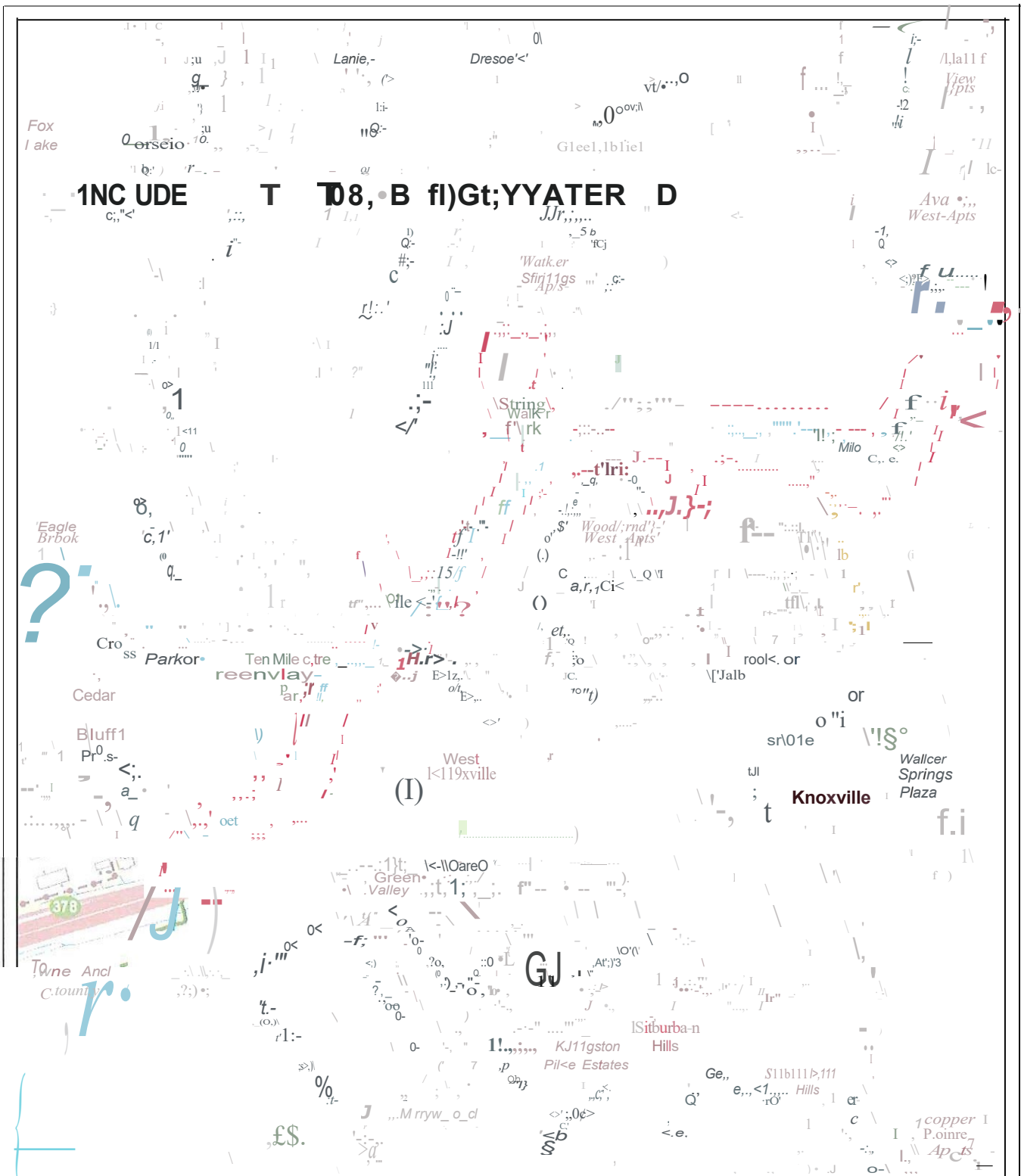
0 200 400 800

Feet

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O

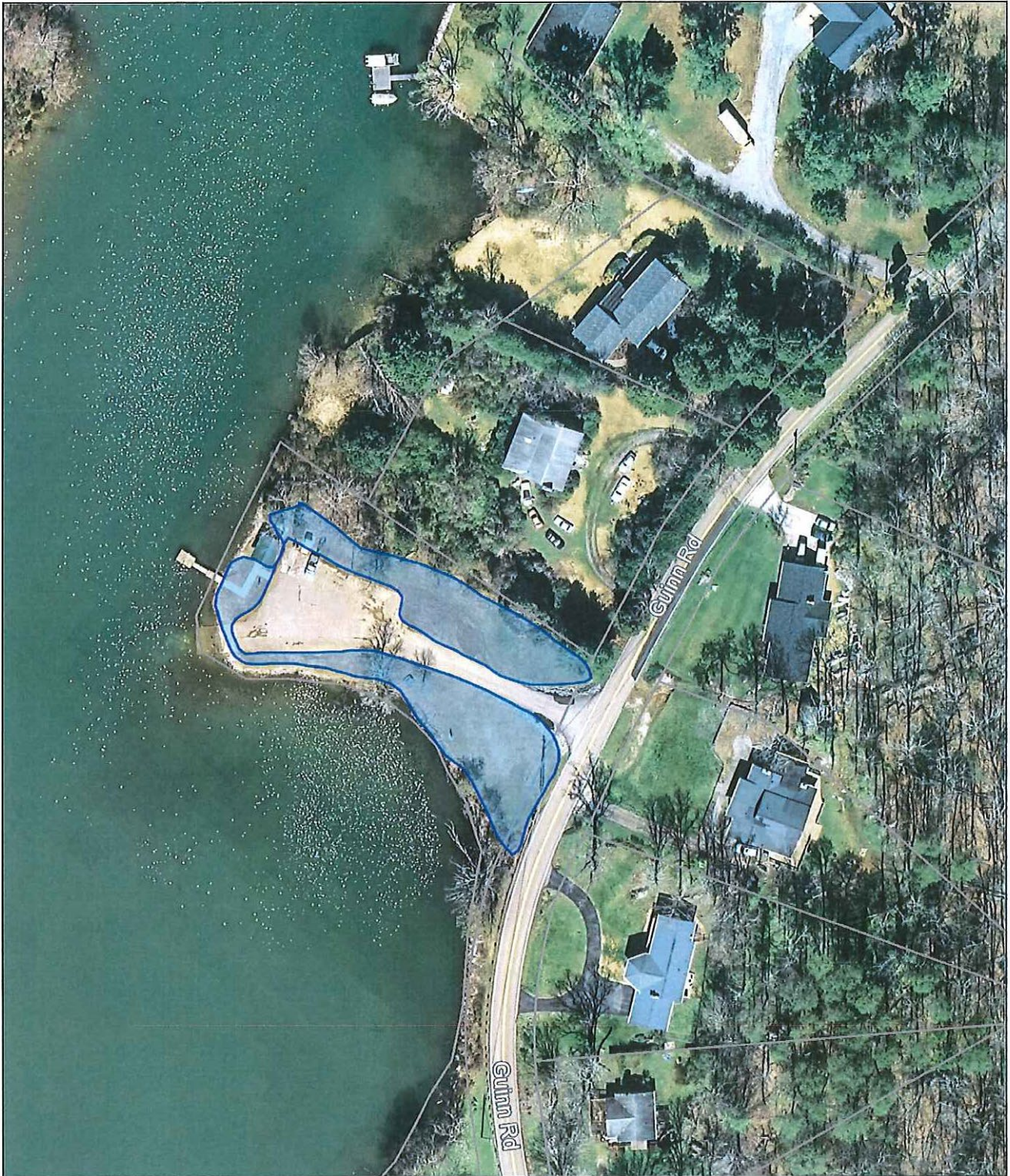
10 MILE CREEK GREENWAY
 APPROX 1.25 MILE MOWING 12 FT EA SIDE
 GALLAHER VIEW TO WALKER SP PARK TO 1-40 BRIDGE

0 400 800 1600
 Feet

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GUINN ROAD PARK 4115 GUINN RD

8

APPROX 1/2 ACRE MOWING AND TRIMMING

0 50 100 200

Feet

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HICKORY CREEK PK 2120 EVERETT RD

0

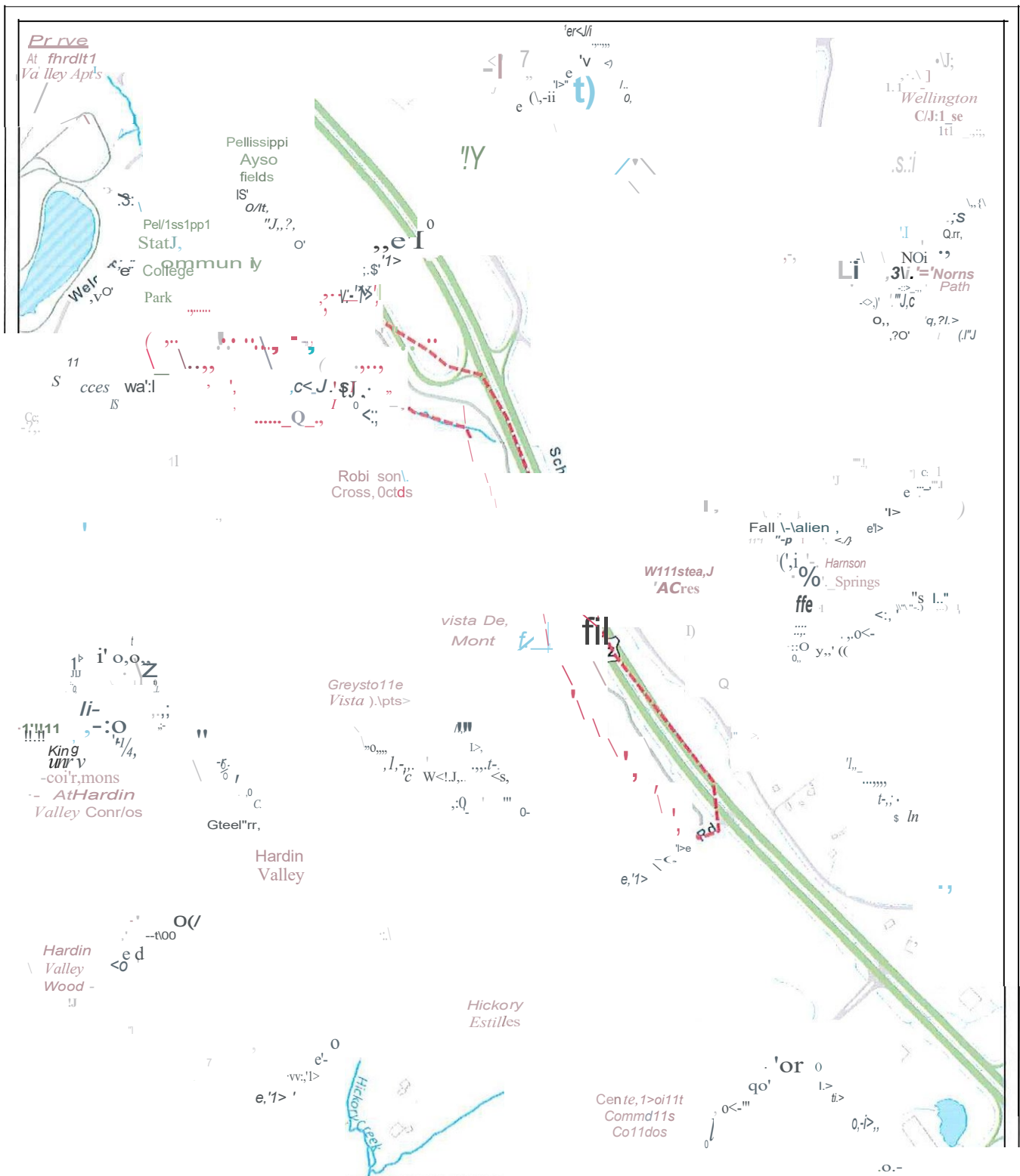
APPROX 1 ACRE MOWING AND TRIMMING

0 50 100 200
Feet

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PELLISSIPPI GREENWAY

0

APPROX 1 MILE MOWING 12 FT EA SIDE
TRAIL BEGINS AT PELLISSIPPI STATE AND GOES TO CARMICHAEL

0 400 800 1600

Feet

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0

SOLWAY PARK 3206 SOLWAY RD
 APPROX 2 ACRES MOWING AND TRIMMING

0 100 200 400
 Feet

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USCC SOCCER 875 CORNERSTONE DR

8

APPROX 10 ACRES MOWING AND TRIMMING

0 200 400 800

Feet

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WALKER SPRINGS PARK 700 KIDDER LN

0

APPROX 1 ACRE MOWING AND TRIMMING

0 50 100 200

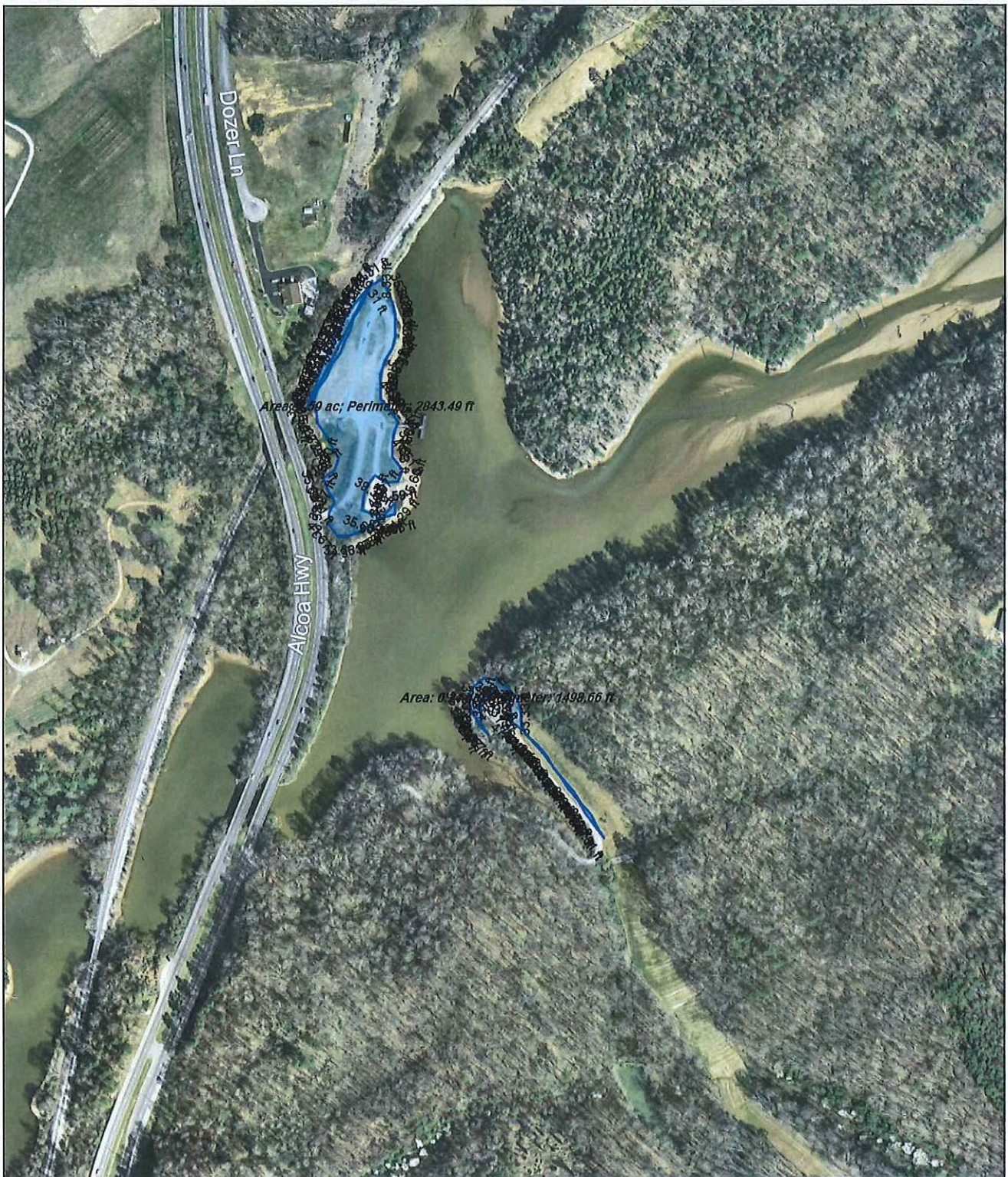
Feet

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$$\begin{array}{ccc}
 \nu_{\text{m}} & S: & \nu_{\text{c}} \\
 \eta_{\text{I}} & 0 & 0_{\text{C}} \\
 0 & & \text{I} \\
 \vdots & Z & \\
 \nu_{\text{r}} & G) &
 \end{array}$$



0

IC KING PARK

3440 AND 3402 ALCOA HWY

APPROX 2 ACRES MOWING AND TRIMMING

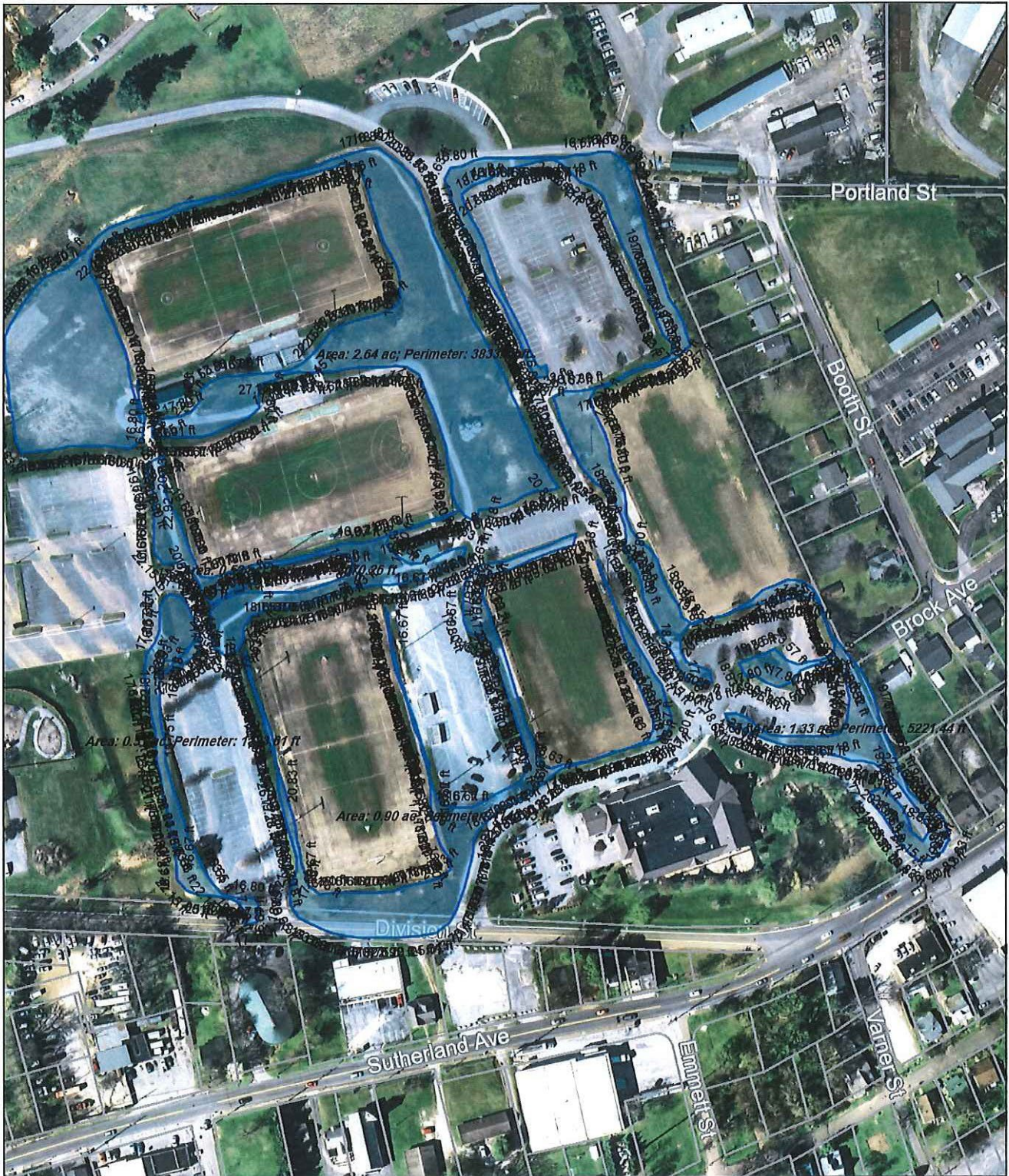
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Feet

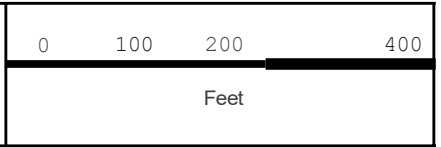
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8 **JOHN TARLETON PARK**
 3201 DIVISION STREET
 APPROX 6 ACRES MOWING AND TRIMMING INCLUDES PARKING
 ICL - 0.01"



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8

BOWER FIELD

8744 CHAPMAN HWY

APPROX 4 ACRES MOWING AND TRIMMING

0 100 200 400
Feet

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8

ALCOAWAY OPTIMIST PARK

2022 BELT ROAD

APPROX 4 ACRES MOWING AND TRIMMING

0 100 200 400
Feet

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MARINE PARK **2201 ALCOA HWY**

APPROX 1 ACRE MOWING AND TRIMMING

0 100 200 400

Feet

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0

MALONEY ROAD PARK

3516 GINN ROAD

APPROX 3 ACRES MOWING AND TRIMMING

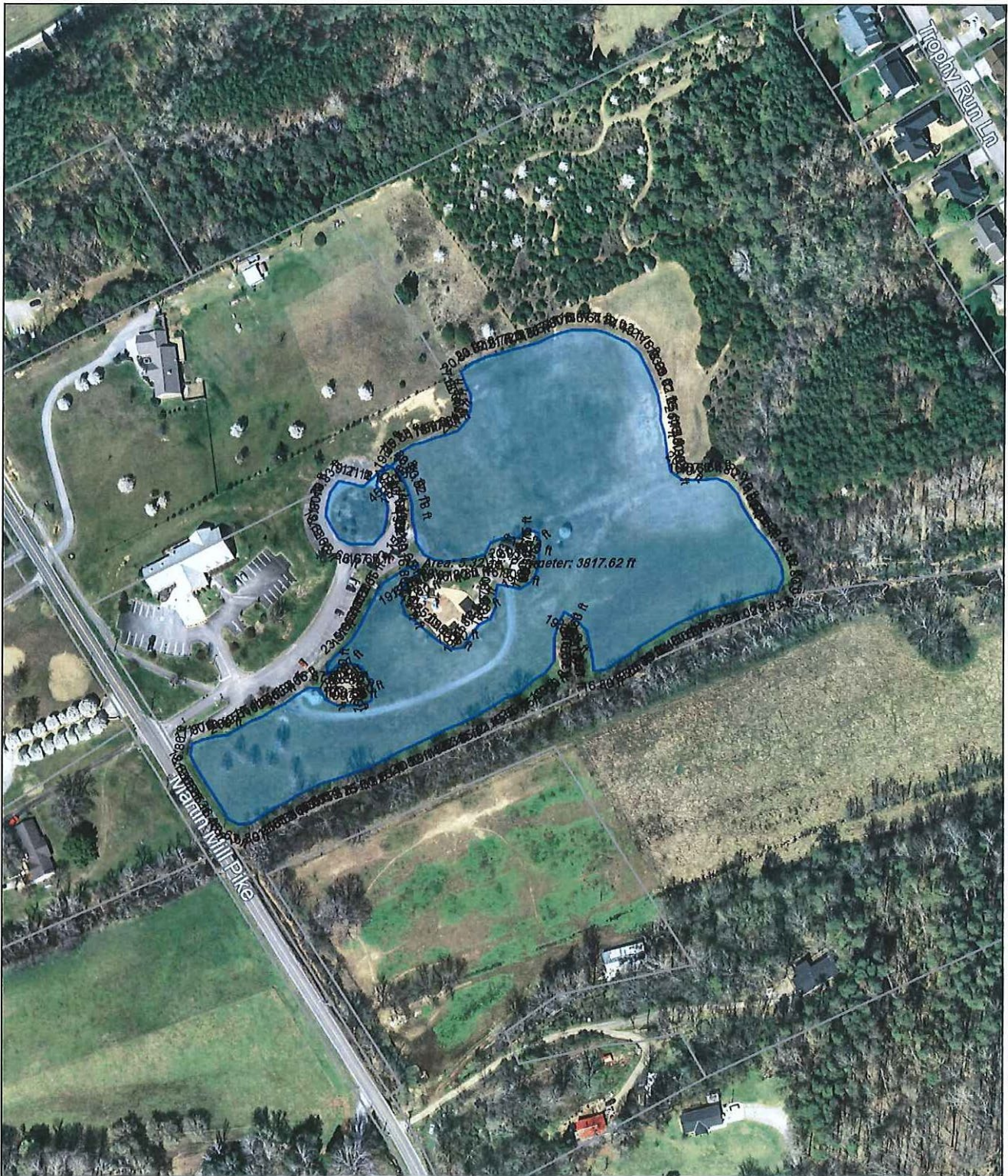
0 100 200 400

Feet

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0

FRENCH MEMORIAL PARK

7752 MARTIN MILL PIKE

APPROX 5 ACRES MOWING AND TRIMMING

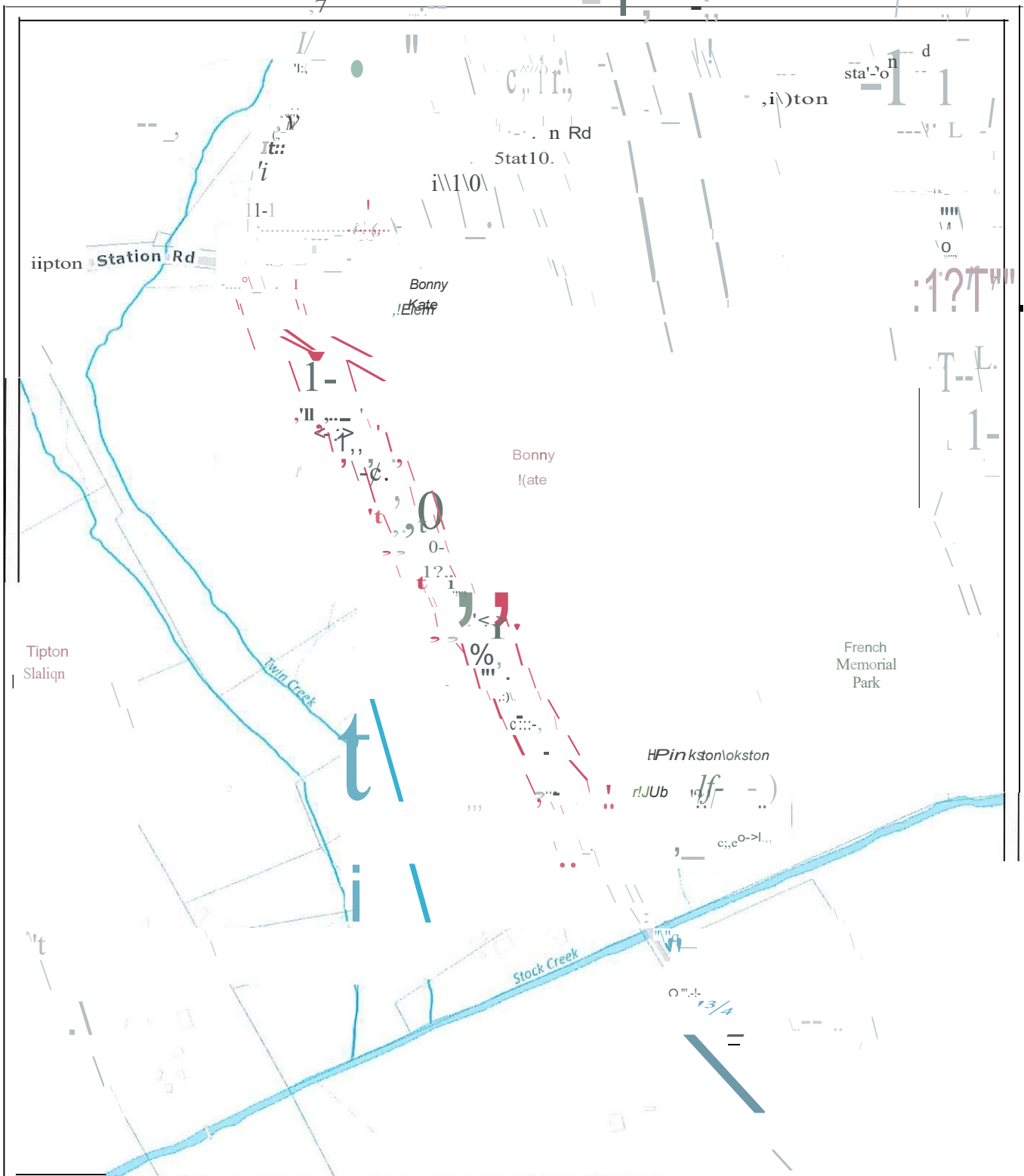
0 100 200 400

Feet

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PINKSTON GREENWAY

0

BONNY KATE SCHOOL TO FRENCH MEMORIAL
APPROX .4 MILE MOWING 12 FT WIDTH EA SIDE

0 200 400 800

Feet

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