

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Corporate Gym Membership Services** as requested by Knox County. Proposals must be received by **2:00 p.m. on July 10, 2023**. Late proposals will neither be considered nor returned.

Deliver Proposals to:

**Proposal Number 3437
Knox County Procurement Division
1000 N Central Street, Suite 100
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Buyer, 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:** Proposers shall hold all pricing and percentages proposed firm and subject to acceptance by Knox County for a period of ninety (90) calendar days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal (RFP).
- 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 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 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, CPPB
Administrator of Business Outreach
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

- 1.7 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 in regard to 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.

1.8 CONFLICT OF INTEREST: Proposers 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.

1.9 COPIES: Knox County requires that proposals submitted by hand be submitted with one (1) marked original and one (1) exact copy. Proposers must submit with their written response an exact electronic version of their proposal in electronic format. **Knox County requests this electronic copy version be in one (1) complete file.**

1.10 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and proposers **must** comply with the condition. Failure to comply with any such condition will result in their proposal being non-responsive and disqualified.

1.11 ELECTRONIC TRANSMISSION OF PROPOSALS: Due to the nature of this proposal, the Knox County Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Email and facsimile submission are strictly prohibited.

1.12 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.

1.13 INCURRED COSTS: Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

1.14 MULTIPLE PROPOSALS: Knox County will consider multiple proposals that meet specifications.

1.15 NON-COLLUSION: Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 PAYMENT: Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.17 POSSESSION OF WEAPONS: All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.18 PROCESSING TIME FOR PAYMENT: Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

- 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposer's ability.
- 1.20 PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses and 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.
- Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**
- 1.21 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- 1.21.1 Be submitted on recycled paper
 - 1.21.2 Not include pages of unnecessary advertising
- 1.22 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **June 20, 2023 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.23 SIGNING OF PROPOSALS:** In order to be considered all proposals **must be signed**. Please sign the original in blue ink. By signing the proposal document, the proposer acknowledges and accepts the term and conditions stated in the document.
- 1.24 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 TITLE VI OF THE 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.
- 1.26 USE OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.27 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.
- 1.28 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors 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 electronically less than twenty-four (24) hours prior to the proposal closing time.
- 1.29 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested.

Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW:** 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, 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 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer 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 proposer 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, which 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) 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.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its 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.

2.22 TERMINATION: Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) day 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.

2.23 WARRANTY: Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 INTENT: The intent of this document is to set forth and convey to prospective proposers the general type, character and quality of Corporate Gym Membership Services as desired by the Knox County Government. Knox County Government seeks proposals from health clubs to provide all-inclusive (VIP) memberships for any Knox County employee (excluding seasonal and temporary) and eligible family members through payroll deduction. All-inclusive (VIP) memberships are defined as having access to all club locations during all hours of operation. Award will be based on Best Value. Best Value means more than low cost. It includes cost, service quality and other factors detailed herein. Knox County will not be contributing to the cost of these memberships. Knox County will be issuing one (1) check per month on behalf of all enrolled employees.

3.2 ACCEPTANCE: Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of goods or services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 ADDITIONS/DELETIONS: Knox County reserves the right to add locations, goods and/or services to this term Contract or delete locations, goods, and/or services that have become obsolete in demand.

3.4 AGENCY CONTACTS: Contractor will be given a list of key personnel directly associated with the service to be performed for contact information. Only Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with the resulting contract.

3.5 AMENITIES: Proposers must complete and submit with their proposal submittal Exhibit 1, Locations and Amenities for each of their locations. Failure to complete will be just cause for deeming your proposal non-responsive.

3.6 AWARD LENGTH: The award of this proposal may result in a Contract between Knox County, Tennessee and the successful vendor. The length of this Contract will be 2 years with the option to renew upon mutual consent of both parties. The term agreement may be renewed for three (3) one-year periods, one (1) year at a time, for a total of five years. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

3.7 CHANGES AFTER AWARD: It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.8 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 a fax transmission or e-mail. It is essential that the Contractor have an efficient and properly working fax machine as well as e-mail capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers, fax numbers and e-mail 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.

- 3.9 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.
- 3.10 CONTACT PERSONNEL:** It shall be essential to the success of this Contract for Knox County to develop a good working relationship with the Contractor. 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 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.
- 3.11 CONTRACT EXECUTION:** The award of this proposal may result in a contract between Knox County and the successful vendor(s). The Contract must be voted on by the Knox County Commission, if applicable, and receive a majority vote. The successful vendor(s) may be required to be present at the Work Session and full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the vendor will need to attend the meetings. There shall be no cost to Knox County for attendance at the meetings. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division will not accept any vendor's contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted contract agreements are submitted they will not be accepted.
- 3.12 CONTRACTOR RESPONSIBILITIES:** At the Contractor's own expense, the Contractor shall:
- 3.12.1 Provide competent supervision;
 - 3.12.2 Provide competent workers;
 - 3.12.3 Provide a safe and sanitary environment for members and guests;
 - 3.12.4 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.
- 3.13 CUSTOMER SERVICE:** The successful Contractor(s) may be required to meet with the Knox County Procurement representatives semi-annually to discuss the services being performed from the resulting Contract. These meetings may be adjusted as necessary. The meetings are designed for the successful Contractor(s) to gain insight into how the services are being performed and the perception from Knox County end users. These meetings are meant to improve customer service. End users may be invited to discuss service issues.
- 3.14 DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.
- 3.15 ELIGIBLE DEPARTMENTS:** This Request for Proposals covers all Knox County Departments. These plans are administered by Knox County Mayor's Office, Benefits Department. This includes, but is not limited to, The Executive Branch as well as all other elected officials and their employees (e.g.: the Sheriff's Office, Trustee's Office, Register of Deeds, County Clerk, Criminal & 4th Circuit, Circuit & Civil Sessions, Attorney General, Public Defender, Sessions Judges, County Commission, Public Building Authority, and Knoxville-Knox County Planning Commission). This Request for Proposals does **NOT** include: the Knox County Board of Education, the Knoxville-Knox County Community Action Committee, seasonal employees, or temporary workers.
- 3.16 ELIGIBLE EMPLOYEES:** Knox County Employees are dispersed over several locations in Knoxville. The main location is at the City County Building, 400 Main Street, Knoxville, Tennessee. The number of employees varies depending on the services that specific departments utilize. For purposes of this Request for Proposals, the number of full-time and part-time permanent employees will include all elected officials and all employees that work for departments that are eligible to participate in health coverage. This number excludes seasonal and temporary workers.

Current Number of Eligible employees 2,700

3.17 EVALUATION CRITERIA: This solicitation will be evaluated using the following criteria:

Facilities/Amenities

45 Points

- i. Number of locations within Knox County
- ii. Number of locations within surrounding counties. Surrounding counties are defined as touching Knox County on a map (e.g.: Loudon, Anderson, Blount, Union, Jefferson, Sevier, Grainger and Roane counties).
- iii. Types of amenities – Complete chart/Exhibit 1 and attach in Section V: Proposal Format, Tab IV, Locations and Amenities

Cost

30 Points

- i. Cost per member per month for single rate
- ii. Cost per member per month for a single plus one rate
- iii. Cost per member per month for family rate

Overall response to questions

25 Points

Knox County reserves the right to an on-site visit at each health club location prior to awarding this Request for Proposals.

3.18 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 service 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 closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Knox County.

3.19 EVALUATION REVIEW AND PROCEDURES: Knox County will incorporate the following review procedures in the evaluation of the submitted proposals.

- 3.19.1 Knox County reserves the right to eliminate proposals that are clearly non-responsive to the stated requirements.
- 3.19.2 Each proposal received will be evaluated to determine if the vendor meets the minimum criteria and the degree to which the proposal is responsive to the requirements of this document. Therefore, proposers must exercise particular care in reviewing the Proposal format required for this Request for Proposals.
- 3.19.3 The detailed evaluation that follows the initial examination may result in more than one finalist. At that point, Knox County may request additional information or presentations by proposers and/or carry out contract negotiations for the purpose of obtaining best and final offers.
- 3.19.4 Knox County reserves the right to visit the office(s) of the proposer in order to inspect the facilities and meet key personnel.
- 3.19.5 Knox County reserves the right to withdraw this Request for Proposals at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- 3.19.6 Receipt of a proposal by Knox County or a submission of a proposal to Knox County offers no rights upon the proposer nor obligates Knox County in any manner.
- 3.19.7 Knox County reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Knox County. Any such waiver shall not modify any remaining Request for Proposals requirements or excuse the proposer from full compliance with the Request for Proposals specifications and other contract requirements if the proposer is awarded the contract.

3.20 EXCEPTIONS TO SPECIFICATIONS: Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. Failure to indicate any exceptions shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Tab VIII of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.21 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 subcontract 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 subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract 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 subcontractor under Knox County contracts.

3.22 INSURANCE: The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof 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 their proposal.

Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including all Endorsement Page(s) with the specified coverage and listing Knox County as additional insured. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.23 INTERPRETATION: No oral interpretation will be made to any proposer regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

3.24 MOST FAVORABLE PRICING: Contractor agrees to guarantee that Knox County will receive the lowest price offered by your company for similar services and products. If at any time during the contract period your company offers a lower price to another customer and prior notification of said price reduction is not properly communicated to Knox County, upon discovery Knox County reserves the right to take any or all of the following actions:

- a. Cancel the Contract, if it is currently in effect.
- b. Determine the amount that the participating agency was overcharged and submit a request for payment from the Contractor for that amount.

3.25 NEGOTIATION: Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations, including, but not limited to rates and term, with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.26 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.

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

3.28 OFFER WITHDRAWAL: No proposal can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within one hundred eighty (180) days after the date fixed for closing the Request for Proposals.

3.29 OPEN PROPOSAL INTENDED: It is the intent and purpose of Knox County that this Request for Proposals promotes competitive solicitations. It shall be the vendor's responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Request for Proposals. Such notification must be submitted in writing and must be received by the Procurement Division no later than **June 20, 2023 @ 4:30 p.m.**

3.30 ORAL PRESENTATION/INTERVIEW: Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. Due to the conditions surrounding the COVID-19 pandemic, these presentations/interviews may be conducted virtually through video conferencing. A schedule of presentations/interviews will be determined after the closing of the RFP. At that time, it will be determined whether the presentations/interviews will be in-person or virtual.

Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received.

3.31 PRICING: Proposers must quote a firm fixed price for the first twenty-four (24) months. At renewal time, the Contractor may request a price increase, but must submit that request no later than the last day of August prior to the start of the renewal year. Proof of price increases must be supplied to the Knox County Procurement Division. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected, the Contractor may:

- Continue with existing prices;
- Submit a revised request for price increase;
- Not accept the renewal offer.

If a price increase is approved by Knox County, the approval notification will be done in writing and the vendor will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the Contract file. No approvals will be authorized verbally.

3.32 PROPOSAL CONTENT: The proposer's response must contain a thorough description of the background of the Proposer and sufficient evidence showing that the Proposer is capable of providing the goods and services. The proposer's response must thoroughly expound on the proposer's understanding of how the Proposed Services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.

3.33 PROPOSAL EVALUATION: In evaluating the proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all of the successful proposal 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.

3.34 PROPOSAL FORMAT: This solicitation is in the Request for Proposals (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.35 PROPOSER INTERVIEWS: Knox County requests that proposers demonstrate their capabilities as well as a thorough knowledge of the intent of this RFP. Knox County reserves the right to request interviews to gain additional insight into the capabilities and features of the proposed services and to ask questions regarding any portion of same.

3.36 PROPOSER OBLIGATION: Proposers 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.

3.37 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 Proposals shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.38 QUALIFICATION OF PROPOSERS: Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the Procurement Director that it has the necessary facilities, ability, and financial resources to furnish the service specified herein in a satisfactory manner, and the proposer may also be required to show past history and references which will enable the Procurement Director to be satisfied as to the proposer's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.

- 3.39 QUANTITIES:** Knox County does not guarantee any quantities of goods to be purchased from of this term Contract. Knox County currently has seventy-one (71) employee only memberships, eighty (80) employee plus-one memberships and one hundred eighty-one (181) family memberships.
- 3.40 REFERENCES:** The vendor must provide three (3) references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract. Do not list any Knox County Government department or the Knox County Schools as a reference. References shall be submitted on Attachment B of this RFP. References must be provided on the attached form. Failure to include references on the attached form will be considered during the evaluation process.
- 3.41 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as 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.
- 3.42 REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the successful vendor 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.
- 3.43 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **4:30 p.m. local time June 20, 2023**. Submit questions as noted in Section 1.1.
- 3.44 TENNESSEE REGISTRATION:** The successful proposer must be registered to do business in the State of Tennessee.

SECTION IV SCOPE OF SERVICES

- 4.1 SCOPE OF WORK:** Knox County is seeking a Contractor to provide Corporate Gym Membership Services for all Knox County employees. The Contractor must have at least one location within the boundaries of Knox County. If deemed necessary by Knox County, the Contractor will provide tracking of Knox County employee attendance at their location(s). If requested by Knox County, Contractor shall provide Lunch and Learn facilitators and fitness class instructors for employees to trial classes offered at the Contractor's facilities. Contractor(s) shall be the preferred gym partner for Knox County. Knox County reserves the right to hire instructors from other facilities or through independent contract, if necessary. Knox County also recognizes that there may be future events in which we partner with other companies and/or government entities. Knox County cannot guarantee that other gyms will not be involved in said events due to the participation of other companies and/or government entities that may have their own individual gym membership contracts. Contractor is to provide all personnel, materials, equipment and supervision necessary to provide the services detailed herein.
- 4.2 COMPATIBILITY:** Knox County is seeking to have employee memberships payroll deducted. Contractor must be willing to work with Knox County Payroll to administer such services.
- 4.3 REQUIREMENTS:**
- 4.3.1 Contractor must cater to individual employees as well as families.
 - 4.3.2 Contractor will not charge enrollment fees, hidden fees, or fees that Knox County does not approve in advance.
 - 4.3.3 Knox County employees will be provided with at least one (1) ID card per member to access the Health Club at no cost to the employee, family members, or Knox County. Health club will provide new Knox County members with a temporary ID until a new ID can be provided to the employee.
 - 4.3.4 Pricing will include single, employee plus one dependent, and family (more than 2 members) rates.
 - 4.3.5 New member monthly fees would be paid through Knox County Government. Contracted fees would be payroll deducted by Knox County on a bi-weekly basis (24 paychecks per year). One (1) check per month would be issued to the Contractor for all employees covered by this Contract. Knox County will not subsidize any fees.
 - 4.3.6 Contractor agrees to have one primary person reconcile our monthly payment with the statement of employee names the payment represents. If there is a discrepancy in the records of the Contractor and Knox County's payment, the Contractor's representative should contact Knox County Benefits Department

- for information and action. Knox County will deduct payments over twenty-four (24) pay periods per year.
- 4.3.7 If an employee refund or adjustment is made, the payment should be made directly to the employee and not to Knox County Government. All refunds/adjustments should be postmarked no later than thirty (30) days from the date of request. Contractor may be requested to provide written documentation on any request and payment made directly to said employee(s).
 - 4.3.8 At least two (2) of the Contractor's staff members must be present at any Knox County special promotional events or challenges if deemed necessary by Knox County.
 - 4.3.9 Contracted organization guarantees to withhold releasing employee information for the purpose of telemarketing and/or other pertinent reasons. Prior written approval by Knox County is required before sharing any employee information with any other source.
 - 4.3.10 Contractor agrees to track Knox County employee usage of the health club if deemed necessary by Knox County.
 - 4.3.11 Sample of new member contract and all membership forms must be included with your submittal. Submit in Tab VII: Sample Documents.
 - 4.3.12 Employees and dependents will be offered discounted gym memberships while actively employed by Knox County Government. Upon termination of employment, the corporate gym membership shall be considered terminated. Knox County Benefits reserves the right to provide the Contractor with the exact termination date.
 - 4.3.13 For memberships requiring an enrollment period, Employees and dependents will sign up for gym memberships during Gym Open Enrollment. Gym Open Enrollment is held annually for a one-month period of time in October and November. Contractor(s) will participate in Open Enrollment sessions if deemed necessary by Knox County.
 - 4.3.14 During Benefits Open Enrollment, employees will enroll in health club memberships (that require an enrollment period) using Knox County's online employee portal. Health clubs must accept electronic employee enrollment records collected using the Knox County employee portal and may not require signed enrollment contracts. If any additional paper or electronic forms are required, the Contractor will be solely responsible for the distribution and collection of these forms.
 - 4.3.15 Employees and dependents may also sign up for or terminate gym memberships due to qualifying events (e.g.: expiration of previous contract, marriage, and divorce).
 - 4.3.16 Contractor may not restrict hours of use under this Contract.
 - 4.3.17 Contractor must receive passing scores for health and safety inspections. Knox County reserves the right to request copies of all current inspections at any time during the Contract. Contractor shall promptly provide any documentation requested.

4.4 WELLNESS INITIATIVES: Knox County Government recognizes a direct relationship between benefits and wellness. The successful Contractor(s) shall actively participate in Knox County sponsored and facilitated wellness events and programs at no cost to Knox County.

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

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. Do not submit spiral bound or glued responses.
- Please submit one (1) marked original and one (1) exact copy.
- Page numbers should be placed on bottom center of pages.
- Proposers shall also submit an exact copy of the original proposal on a CD or Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the CD/Flash drive.**

TAB I TABLE OF CONTENTS AND COVER LETTER

Include a Table of Contents for your submittal

Include cover letter authorizing the submission of the proposal **signed** by a principal of the company.

TAB II PROPOSER INFORMATION

- Company Name, address, and telephone/fax numbers
- Proposer's e-mail address
- Proposer's Vendor Number as assigned by Knox County
- Knox County Business License (if applicable)
- Registration to do business in the State of Tennessee
- Employer Identification Number (EIN)
- Contact name(s), telephone number(s), and e-mail address(es)
- Will you accept E-Commerce for payment?

TAB III ACKNOWLEDGEMENT OF ADDENDUM(S)

Proposers are to acknowledge receipt of any addendum(s) for this proposal.

TAB IV QUALIFYING QUESTIONS AND STATEMENTS

Each proposal must address the following questions/statements completely. Failure to answer in the affirmative may be just cause for disqualification of your submittal.

Facilities and Services

- Describe how you distinguish yourself from other competing fitness centers. Please include information regarding specific initiatives or promotions at your health club(s).
- Describe and quantify the exercise equipment available at each location within Knox County. Include the age of the current equipment and the replacement schedule of equipment.
- Please detail any optional services at your facilities and the applicable charges for such services.
- Describe your member check-in process.

Corporate Contracting

- Do you currently have a corporate contract with any other company or government entity? If yes, how many corporate contracts do you currently have?
- Please detail how you will communicate information relative to Knox County's contract to all sales associates and team members.
- Describe how your health club will track Knox County employees' activity (including names of software and/or corporate wellness partnerships) if deemed necessary by Knox County. Please provide a sample report, excluding names. If awarded the Contract, can this report be made available to Knox County Benefits in Excel (.csv or .xlsx) format on a monthly basis, at a minimum?
- Describe your customer service policy and how you handle member concerns and complaints.

Membership and Enrollment

- Please describe the process by which Knox County employees would enroll in the group rates. Is there an enrollment period or are employees able to enroll at any time?
- Would Knox County employees who currently have a membership at your gym be able to terminate their personal Contract in order to join our group Contract?

- Would Knox County employees be able to sign an individual Contract with your organization at our discounted rates? Knox County recognizes that the term of the individual Contract could be no longer than our initial two (2) year Contract.
- If a Knox County employee terminates, will he/she have the option to continue a personal Contract with the gym at the same rate? If yes, how many days will a Knox County employee be afforded to sign a new Contract?
- What are the dependent age limits (high and low)? Would your organization be willing to have a dependent age limit of twenty-six (26) in keeping with the current mandated age limit of our health benefits? How does your gym handle “dropping” dependents once the age limit is reached? Do you require dependent verification? If so, please describe the process and requirements.

Membership Fees

- What does your gym currently charge for non-group memberships? Include price per month, enrollment fees, length of contract and any restrictions.
- Please detail all special membership rates your company has offered within the last twelve (12) months. Include price per month, enrollment fees, length of contract and any restrictions.
- If Knox County chooses not to renew this Contract, will your gym have a process in place to allow Knox County employees to continue their own personal membership at the same rate?

TAB V

PROPOSED COSTS

The lower cost group memberships currently available to Knox County employees are: \$24.00 per month for single memberships, \$30.00 per month for single + one memberships, and \$35.00 per month for family memberships.

Please list your offer as follows:

OPTION 1: \$ _____ Single Membership per Month

OPTION 2: \$ _____ Employee + One Membership per Month

OPTION 3: \$ _____ Family Membership per Month

Please list any other applicable fees (e.g. replacement ID cards).

TAB VI

FACILITIES/AMENITIES

Proposers are to list all locations within the boundaries of Knox County as well as the hours of operation for each location. If you have locations in surrounding counties, please list them under a category titled FACILITIES IN SURROUNDING COUNTIES; include the hours of operation for each of additional location.

Complete the amenities chart labeled as Exhibit 1 for each location that you include with your submittal.

TAB VII

SAMPLE DOCUMENTS

Proposers must submit and include samples of any documents related to our Contract (e.g.: membership contract, ID cards, and current fitness class schedule).

TAB VIII

EXCEPTIONS TO SPECIFICATIONS

Proposers must state exceptions to specifications, if any, as detailed in Section 3.20.

TAB IX

ATTACHMENTS

Iran Divestment Act/No-Boycott of Israel Affidavit as per Sections 2.13 and 2.15

Proposers must return the Insurance Checklist with their proposal as detailed in Section 3.22.

Proposers must include their References with their proposal as detailed in Section 3.40.

TAB X

ADDITIONAL INFORMATION

Proposers may submit additional information regarding their company and the services they offer, believe are necessary to fully provide the services, or believe would be beneficial to Knox County within the context of the services requested in this RFP. NOTE: Please specify and include documentation regarding unique equipment or capabilities. Proposers may include advertisements, letters of recommendation, awards, references, et cetera.

Failure to include any of the above information or any other information requested may result in the proposer being disqualified.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
PROPOSAL NUMBER 3437

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.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px;"><input checked="" type="checkbox"/></td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> </tr> <tr> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> </table>	<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)			<input type="checkbox"/>				<input type="checkbox"/>				<input type="checkbox"/>				COMBINE SINGLE LIMIT (Per -Accident) \$ 1,000,000 BODY INJURY (Per -Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)		
<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)																				
<input type="checkbox"/>																					
<input type="checkbox"/>																					
<input type="checkbox"/>																					
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 100px;">CLAIM MADE</td> <td style="width: 20px;"><input checked="" type="checkbox"/></td> <td style="width: 100px;">OCCUR</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table> <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px;"><input type="checkbox"/></td> <td style="width: 100px;">POLICY</td> <td style="width: 20px;"><input checked="" type="checkbox"/></td> <td style="width: 100px;">PROJECT</td> <td style="width: 20px;"><input type="checkbox"/></td> <td style="width: 100px;">LOC</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR				<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PROJECT	<input type="checkbox"/>	LOC							LIMITS EACH OCCURRENCE \$1,000,000 FIRE LEGAL LIABILITY \$100,000 MED EXP (Per person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE \$2,000,000
CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR																			
<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PROJECT	<input type="checkbox"/>	LOC																
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.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																		
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																		
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																		
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																		
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																		
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																		
NO	13.	MOTOR CARGO INSURANCE																			
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																		
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE; \$500,000 COLLISION																		
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																		
NO	17.	DISHONESTY BOND	\$																		
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																		
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																		

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.
21. 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 PROPOSAL NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED _____

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

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

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

PROPOSER NAME: _____ AUTHORIZING SIGNATURE: _____

**ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3437**

Company Name: _____

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. Reference checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline for return, or not returned at all will be scored accordingly. Do not use Knox County Government or Knox County Schools as a reference.

Reference #1

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

Reference #2

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

Reference #3

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

**ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL**

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer 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 proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature:

(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer 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 proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature:

(sign in blue ink)

Title: _____ Date: _____

EXHIBIT 1
REQUEST FOR PROPOSALS NUMBER 3437
NOTE: COMPLETE A SEPARATE FORM FOR EACH LOCATION

VENDOR NAME: _____

LOCATION:				
Amenities	Quantity, if applicable	Age of Equipment, if applicable	Replacement Schedule, if applicable	Comments
Orientation to Club for new members				
Group Fitness Classes (attach current schedule)				
Personal Training				
Cardio Equipment (include types under Comments)				
Televisions in workout area				
Wi-Fi in workout area				
Free Weight (include range of weights low to high)				
Weight Machines (include range of weights low to high)				
Children's Area/Free Childcare				
Indoor Pool				
Outdoor Pool				
Basketball Court				
Tennis Court				
Racquetball Court				
Sauna or Steam Room				
Hot Tub				
Locker Area				
Shower Facilities				