

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Splash Pad at French Memorial Park** as specified herein. Bids must be received by **2:00 p.m. on October 5, 2023**. Late bids will be neither considered nor returned.

**Deliver Proposals To:  
Proposal Number 3455  
Knox County Procurement Division  
Suite 100, 1000 North Central Street  
Knoxville, Tennessee 37917**

**The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name and 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, Procurement Coordinator, at 865-215-5767. Questions may be emailed to [jay.garrison@knoxcounty.org](mailto:jay.garrison@knoxcounty.org). Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).
- 1.2 **ACCEPTANCE:** 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 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 Proposals.
- 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 proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified 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 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, Business Outreach Administrator  
Knox County Procurement  
Telephone: 865-215-5760  
Fax: 865-215-5778  
Email: [diane.woods@knoxcounty.org](mailto: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:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at [https://www.knoxcounty.org/purchasing/conflict\\_policy.php](https://www.knoxcounty.org/purchasing/conflict_policy.php).
- 1.9 COPIES:** Knox County requires that proposals be submitted as one (1) marked as original and one (1) exact copy. **Proposers must submit with their written response an exact electronic version of their proposal in a single file on a CD-ROM or flash drive format.**
- 1.10 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.
- 1.11 ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division **will not** accept electronically transmitted proposals. Facsimile and email submission is strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.
- 1.12 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.13 MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.14 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.
- 1.15 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 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 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 proposal response if the vendor will accept Knox County's Credit Card (VISA) as a 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.

- 1.16 POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.17 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment. Knox County reserves the right to set up a milestone payment plan with the Contractor and, at its discretion, set up a retainage account for this project.
- 1.18 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.
- 1.19 PROPOSAL DELIVERY:** Knox County is currently undergoing a software upgrade and is currently unable to accept electronic submission of proposals. All proposals must be submitted in hard copy format to the address listed in the solicitation. Knox County requires proposers, when hand delivering proposals, to time date and stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for bids delivered to addresses other than the delivery address specified at the top of this solicitation.

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.

- 1.20 **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:
- Be submitted on recycled paper;
  - Not include pages of unnecessary advertising;
  - Be made on both sides of each sheet of paper.
- 1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on September 20, 2023**. These requirements also apply to specifications that are ambiguous.
- 1.22 **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 vendor acknowledges and accepts the terms and conditions stated in the proposal document.
- 1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** “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. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.
- 1.25 **USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.26 **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.
- 1.27 **VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS MUST** be registered with the Procurement Division. If you are not already a registered vendor with Knox County, a vendor application must be completed and submitted via email to [lindsay.stout@knoxcounty.org](mailto:lindsay.stout@knoxcounty.org). Vendors must be registered with the Procurement Division **prior** to submitting their proposal.
- 1.28 **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:** Vendor 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 Vendor'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 solicitation.
- 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 base on personal jurisdiction, venue and inconvenient form.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, 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 RFP response, 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.
- 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 that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

**2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposals, (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, 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 proposal 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 thirty (30) calendar days written notice. 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, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

### **SECTION III SPECIAL TERMS AND CONDITIONS**

**3.1 INTENT:** The intent of these specifications is to convey to prospective bidders the general type, size and quality of a Splash Pad desired for the purpose and use by Knox County Parks and Recreation Department. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

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

**3.3 BID ENVELOPE COVER SHEET:** The bid envelope cover sheet **must** be filled out completely and attached to the outside of your bid. **Failure to do so will result in the rejection of your proposal.** Do not leave any blank spaces. If a sub-contractor is not required for a particular category, you must state "none required", "N/A", etc. Failure to properly and completely fill out the Bid Envelope Cover will cause your proposal to be rejected and not eligible for consideration for award.

**3.4 BONDING:** Vendors are advised that all bonding companies must be listed in the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies;

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

**3.6 CODES, PERMITS AND LICENSES:** All work shall comply with state and local codes and ordinances, and the terms and conditions of the services of the electrical utility, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any other rules, regulations or requirements of these authorities. The Contractor shall procure all necessary permits or licenses to carry out his work, and shall pay the lawful fee therefore, as well as for any inspection fee or the cost of any certificate of approval.

All electrical materials used shall be Underwriter Laboratory (UL) listed, and approved, including but not limited to the luminaire assembly unit. In any instance where these specifications call for materials for construction of a better quality or larger size than required by the codes, the provisions of these specifications shall take precedence. Conversely, should the codes call for better quality or larger size, the codes shall govern.

**3.7 CONSTRUCTION PROJECTS:** Any construction undertaking for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be annotated. If the value of the subcontractor's work is less than \$25,000, the bid envelope is to be annotated with the phrase "Subcontractors Bid is Less Than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information.

If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." **All bids must be submitted in one envelope; use the Envelope Cover provided with the Invitation for Bid.**

**3.8 CODE OF CONDUCT:** The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by Knox County Parks and Recreation.

- 1) No employees, officer or agent of Knox County shall participate in selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent would be involved.
- 2) Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for this award:
  - a) The employee, officer, or agent
  - b) Any member of his/her immediate family
  - c) His or her partner
  - d) An organization employs or is about to employ one of the above
- 3) Knox County Parks and Recreation employees, officers or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to sub-agreements.
- 4) Failure of any Knox County Parks and Recreation employee to abide by the above could result in a suspension or dismissal. Interpretation of the code will be administered by the Knox County Purchasing Division. The Knox County Purchasing Division will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Parks and Recreation Department.
- 5) Failure of a Contractor's agent to abide by these rules or facilitate a school employee the opportunity to not abide by these rules by actively participating in a breach of one or more of the rules hereby established may result in termination of the Contract.

- 3.9 **DESTINATION AND DELIVERY:** Vendors are to include all destination and delivery charges in their price. Delivery must be “free on board” to the County department. **There will be no extra hidden charges.**
- 3.10 **DETAILED SUBMITTAL:** Vendors may be required to submit a detailed specification sheet of items proposed after the proposal closing. The detail sheets may be used in the evaluation process to compare products.
- 3.11 **DRUG-FREE WORKPLACE:** If **Contractor** has five or more employees receiving pay: **Contractor** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. **Contractor** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

**NOTE: Notaries located outside the State of Tennessee will be accepted so long as their commission has not expired. If needed, “Tennessee” on the attached form may be stricken through and the state in which the notary is located written in.**

- 3.12 **EVALUATION CRITERIA:** The proposal will be evaluated using the following criteria:

Cost	25 Points
Prior Experience	25 Points
Design of Splashpad	25 Points
Timeline for Completion	25 Points

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to 100 points, based on the Evaluation Criteria, per submission.

- 3.13 **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 vendor. 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 a part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Knox County.
- 3.14 **INCLUSION:** Inclusion of Vendor’s bid form or provision of samples when requested does not necessarily constitute an offer to buy.
- 3.15 **INSTALLATION:** Installation must be scheduled with the designated Knox County Parks and Recreation personnel. Installation will not be considered complete until all aspects of the splash pad are tested and shown to be fully operational and completion of installation is approved in writing by Knox County.
- 3.16 **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.
- 3.17 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor’s willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment and submit it with their bid. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverage and naming Knox County as additional insured. It will be the responsibility of the Contractor to keep a current COI on file with Knox County at all times.
- 3.18 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. **COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE PROPOSAL. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.**
- 3.19 **LIQUIDATED DAMAGES:** In the event that the vendor fails to maintain reasonable conformance to the project schedule mutually agreed to by the County and the vendor by reasons of dereliction, mismanagement, nonperformance, lack of due diligence, or failure to conform to technical requirements and specifications, then the County will assess a penalty of \$1,000 per calendar day as liquidated damages until such time as the deficiency has been corrected to the satisfaction of the County.

Liquidated damages, if assessed, will be in addition to any other claim, remedy, or recovery to which the County may be entitled. For purposes of this project, nonperformance will be defined to mean any individual project delay, which exceeds ten (10) calendar days or any combination of all delays that will extend the overall project schedule by more than fifteen (15) calendar days.

- 3.20 MANUALS:** The successful proposer shall furnish all manuals for all components of the items listed above.
- 3.21 NEW MATERIAL:** Unless specified otherwise in the solicitation package, the proposer must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of their bid.
- 3.22 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 consent from Knox County.
- 3.23 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 Purchasing Division representative listed herein, concerning this Invitation for Bid **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Vendors may be required to sign an affidavit to this policy.
- 3.24 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 opening of bids or unless the County fails to accept within ninety (90) business days after the date fixed for closing of the Request for Proposals.
- 3.25 OPEN PROPOSAL INTENDED:** It is the intent and purpose of Knox County that this Request for Proposals promote competitive bidding. 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 RFP. Such notification must be submitted in writing and must be received by the Procurement Division no later than **September 20, 2023 @ 4:30 p.m.**
- 3.26 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.27 PAYMENT SCHEDULE:** The County and Contractor shall arrive at a mutually agreed upon milestone payment schedule for this project. An example of a payment schedule is below.
- Payment 1: 25% of total cost upon Contract execution  
Payment 2: 25% of total cost upon delivery of equipment  
Payment 3: 20% of total cost upon written acceptance of completion of installation  
Payment 4: 30% of total cost upon final inspection, testing and written acceptance of the project by the County
- 3.28 PERFORMANCE AND PAYMENT BONDS:** The successful Bidder will be required to execute an acceptable performance and payment bond in the amount equal to 100 percent of the Contract price before a Notice to Proceed is issued. As proof of the Contractor's ability to provide a performance and payment bond, the Contractor must submit with the bid response a letter to the Owner from its bonding company evidencing the ability to provide a Payment Bond and a Performance Bond for the project, each in the full amount of the projected construction cost.
- All bonding companies must be listed In the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, Notice. The ratings that the bonding company holds must be acceptable to the County.
- 3.29 PROPOSAL FORMAT:** This solicitation is in the Request for Proposals (RFP) format. As 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.
- 3.30 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 as a reference. References shall be submitted on Attachment B of this RFP.



References shall be for the company/prime contractor responding to this RFP for projects they have completed. References for sub-contractors and/or partners on previous projects will not be considered.

**3.31 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.

**3.32 SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to, prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA and AHERA.

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

The safety of the public is of prime concern to Knox County and all costs associated are the responsibility of the Contractor. Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager. The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

**3.33 SAFETY EFFORTS:** The Contractor(s) must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The Contractor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

**3.34 SAFETY TRAINING:** The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other regulatory agency.

**3.35 SITE VISITS:** There will be a **non-mandatory** site visit on **September 13, 2023** beginning promptly at 10:00 a.m. local time at French Memorial Park 7752 Martin Mill Pike, Knoxville, TN. 37920. Please bring a copy of this solicitation with you.

**3.36 SUBMIT QUESTIONS:** Prospective proposers must submit questions concerning this solicitation by **September 20, 2023@ 4:30 p.m.** Submit questions as noted in Section 1.1.

#### **SECTION IV INSTRUCTIONS, SPECIFICATIONS AND SCOPE OF WORK GENERAL REQUIREMENTS**

##### **4.1 GENERAL SCOPE:**

- 4.1.1 Commercial Splash pad company shall design, build and install all equipment for a splash pad for Knox County Parks and Recreation (Owner). Products must comply with ADA (Americans with Disability Act).
- 4.1.2 This includes all equipment, labor, materials, etc. as specified herein. Freight for all parts and equipment is included in price.
- 4.1.3 Splash pad area will be 1600 square feet with a total area of 2500 square feet.
- 4.1.4 Contractor is responsible for assembly and installation of all equipment included herein in required location as shown on plans.
- 4.1.5 Contractor is to provide a competent, experienced foreman for management of above stated project. Foreman's resume should be included in submission.
- 4.1.6 Contractor shall erect the equipment at the site in full compliance with current rules and regulations of state, county and local regulations. If, because of certain job conditions, any work specified to be performed under this contract must be done by other, the Contractor shall sub-let such work to those who are qualified to do such work or make other arrangements at his own expense as approved by the Owner. Owner to be notified of changes of subcontractors and to be given qualifications of said subcontractors.

- 4.1.7 As per Section 3.35, the respondent is requested to visit the site for a pre-proposal site visit. It is the contractor's responsibility to make sure all equipment and features are optimal for the location and correct equipment is supplied. Failure to attend the site visit will not alleviate a proposer from providing the splash pad as detailed herein.
- 4.1.8 Contractor is responsible for design and construction of the pump house. Pump house shall be no less than 15'x10'x10 and no larger than 20'x15'x10'. The building shall be fully enclosed with air vents on two sides, one exhaust fan, poured floor with drain, and double steel security doors.
- 4.1.9 Contractor is responsible for final sewer connection for drain line, pumphouse drain connection and piping to sanitary sewer line.
- 4.1.10 Contractor is responsible for water supply line, pressure regulator and backflow preventer (2" line w/ min. 40PSI)
- 4.1.11 Contractor is responsible for bringing power to contractor provided pump house.
- 4.1.12 Contractor will clean up all debris made by his/her workmen immediately upon completion of installation and remove same from premises. Equipment and materials are to be received at the site in clean condition and damage-free condition prior to Owner's acceptance so as everything to be in optimal working condition.
- 4.1.13 All of the Knox County procurement procedures apply to any and all equipment purchases by the owner.
- 4.1.14 The budget for this project is not to exceed \$625,000.
- 4.1.15 This project to be completed in full detail to include all plumbing, electrical, excavation, and construction from notice to proceed to final inspection. All work to be completed by Licensed contractors.
- 4.1.16 This is to be a turn-key project. The contractor is required to provide equipment, services, etc., for the splash pad to be fully operational and functioning correctly. As per Section 3.2, acceptance of installation and final acceptance of the project will require specific, written acceptance by the County.

#### **4.2 QUALIFICATIONS OF PROPOSERS:**

- 4.2.1 The Contractor must be able to show that he/she is now, and has been engaged in the design, building and installation of splash pads of comparable size and structure and that this is his/her primary business operation.
- 4.2.2 The Contractor must be able to show that materials and equipment are designed for splash pads and are appropriate for outdoor use in similar climates.
- 4.2.3 Upon demand, Contractor being considered for possible negotiation shall submit to Owner, evidence of his/her having executed contracts of a size comparable to this contract. He/she shall further submit evidence of ample financial resources which enable him/her to handle the work in a satisfactory manner, and to deliver items of equipment and materials as required, without delaying the progress of the work.
- 4.2.4 Contractor must hold a contractor's license in the State of Tennessee. All electrical work will be performed by licensed electricians.
- 4.2.5 Only contractors who can meet the foregoing qualifications will be considered for approval.
- 4.2.6 Contractor and/or Sub-Contractor shall supply at least three references of similar projects completed within the past two years.

#### **4.3 DRAWINGS AND FIELD MEASUREMENTS:**

- 4.3.1 Contractor must provide a proposed layout and design for the splash pad in the bid package.
- 4.3.2 Contractor must provide within five (5) days after notification of award, detailed plans showing dimensioned location, capacity of all mechanical and electrical services required for each item of equipment and furnish three (3) prints of said plans/shop drawings to Owner.
- 4.3.3 Prints of the foregoing drawings are to be submitted to Owner for approval before proceeding with project.
- 4.3.4 Contractor shall check all measurements at the site and be responsible for same. At time of checking measurements, Contractor shall carefully examine spaces and existing conditions, and report to Owner any work performed by others or planned by others which prevents him from execution of his work as required under the contract and obtain Owner's final decision and instructions before proceeding.

#### **4.4 MATERIALS, FEATURES AND WORKMANSHIP:**

- 4.4.1 Unless otherwise specified or shown on the drawings, all material to be new, of best quality, perfect and without flaws, and delivered upon completion in an undamaged condition.
- 4.4.2 All labor performed in a thorough workmanlike manner by qualified, efficient, and skilled workers.
- 4.4.3 Design must include a minimum of eight (8) to ten (10) water feature spray elements of various dimensions, designs and styles that include both above ground and in ground features.
- 4.4.4 Nozzles, water openings and sprayers are made of C360 brass material.

- 4.4.5 Feature materials are commercial, non-corrosive, chemical resistant with UV and chemical resistant, oven cured glossy polyester powder coating with stabilizers and chlorinated water resistance. Spray nozzles are recessed, welding marks are invisible (buffed and polished) and equipment is pressure tested for leakage.
- 4.4.6 One water wise controller that is user programmable with the following functions: current day and time, setting active hours, activate products via activator or always on, spray time, up to five spray play sequences, wind speed effect, low water temperature on/off, battery back-up, LED light control parts included. Fiberglass enclosure is UL certified and has center PLC unit controlling each manifold line. Touch screen interface allows users to set desired programming setting for splash park. Controller must have Walchem or comparable sanitizer sensor/probe.
- 4.4.7 All metal products are made of 304/304L stainless steel material.
- 4.4.8 Special tamper-resistant tools will be provided. All products will come with winter caps.
- 4.4.9 Failsafes for loss of prime, power loss, pipe breakage with automated emergency system shutdown features included.
- 4.4.10 Separate feature and filter pump that operate independently.
- 4.4.11 The surface shall be an aquatic design that is both chlorine and UV resistant.

**4.5 RECIRCULATION SYSTEMS REQUIREMENTS:**

- 4.5.1 Contractor to construct a mechanical room (see section 4.1.8)
- 4.5.2 Proposer shall submit, the cost using one (1) 4000-gallon water storage tank and a recirculation pump of at least two and a half (2.5) hp
- 4.5.3 One water recirculation system with UV Filter (included). Sand filter (Pentair Triton 2) will have a side mount multi-port valve.
- 4.5.4 Chlorine and acid tank vault shall be separate and have a separate, outdoor vault for acid and chlorine that is lockable with a pad lock. Tanks should hold at least 26 Gallons.
- 4.5.5 Anchoring system for all structures include 3/8" stainless steel anchor bolts.
- 4.5.6 Splash Pad diverter with corrosion resistant isolation valves to allow rainwater to be diverted to storm drain piping when the splash pad is not in use, after winterization. A second valve needs to be included to stop water from entering tank during rain events or cleaning.
- 4.5.7 One manifold with housing consistent of commercial grade, non-corrosive, 304L grade 4" stainless steel tubing. Housing must have a 4" flange for water inlet.
- 4.5.8 Manifold lines are assembled using commercial grade, SCH80 PVC piping and pipe fittings. Each manifold line consists of one double union ball valve, one solenoid valve and a winterization valve connection.

**4.6 COMPLIANCE WITH LAWS AND CODE REGULATIONS:**

- 4.6.1 Nothing in the contract documents shall be construed to conflict with any local, state or federal laws or regulations governing the installation or any part of the work to be performed in this contract and all requirements shall be in accordance, without any additional cost to Knox County Parks and Recreation.
- 4.6.2 All work and materials shall be in full accordance with the last rules of the U.S. Public Health Service, State Public Health Service, National Board of Fire Underwriters; any local, Federal and State Ordinances and regulations of the State Fire Marshall.

**4.7 BRANDS AND NAMES:**

- 4.7.1 Substitutions by any proposer wishing to supply alternate equipment other than that specified shall follow the requirements listed below.
- 4.7.2 Proposers recommending such substitutions are cautioned to examine mechanical and electrical conditions and conditions of building to determine if such substitutions will require changes in mechanical or electrical connections which have already been planned or exist. If proposed substitutions require such changes, bidder shall be responsible for any cost involved.
- 4.7.3 Any and all substitutions must meet all standards, regulations, codes, etc., outlined in the RFP.
- 4.7.4 Knox County shall have the final determination as to whether or not substitutions meet the required specifications

**4.8 PERMITS AND LICENSES:** Contractor shall give to proper authorities all notices as required by law relative to work in his charge; obtain all official permits, licenses, etc., and pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the work, and which may arise incident to the fulfilling of these specifications.

Contractor to obtain and have on hand all applicable permits for construction of splash pad plumbing, electrical, excavation, and building.

**4.9 INSPECTION AND CONDEMNATION:** The Owner or their duly authorized representative shall have free access to the site during the construction of this project for purpose of making inspections to see that plan, specifications, and detail drawings are being adhered to carefully. Contractor shall correct any errors found during these inspections to the extent and within scope of plans, specifications, and detail drawings.

## SECTION V NOTES FOR CONSTRUCTION

**5.1 COUNTY RESPONSIBILITIES:** The County will be responsible for the following:

- Site preparation

**5.2 LICENSED PROFESSIONALS:** All plumbing, electrical and ventilation work required before final completion will be completed by the Contractor or licensed Contractor representative.

**5.3 INSTALLATION, OPERATION AND MAINTENANCE INSTRUCTIONS:** The Owner shall be supplied with a complete set of installation, operational and maintenance instructions to cover installation, operating procedures and routine maintenance schedule.

**5.4 TIMELINE:** The County will prepare the site for the construction of the splash pad. An exact date for the completion of the site work is not known at this time. The County will communicate with the Contractor and provide a notice to proceed once the site work is finished. Proposers must state a timeline for completion of the project from the date of a notice to proceed. The timeline must show the number of **calendar days** for the completion of the project. Proposers shall also provide a chart (i.e. Gantt chart) showing the proposed timeline for each phase of the project.

Please note that the issuance of a Purchase Order does not serve as the notice to proceed.

### **5.5 WARRANTY:**

5.5.1 Twenty-five (25) year warranty on stainless steel structures and workmanship, stainless steel anchoring systems and aluminum spheres, stainless steel piping and weldments.

5.5.2 Five (5) year warranty on Acetyl, Urethane/HPDE parts, spray nozzles and spray openings, high density polyethylene components, polyurethane components, stainless steel automated water distribution manifold, drain boxes and electrical enclosures.

5.5.3 Two (2) year warranty on coatings (airbrushed graphics), powder coated, stainless steel hardware and moving parts, fiberglass components, seeflow polymers (polycarbonate materials), toe guards, piping, fittings, ball valves, pressure gauges, terminal blocks, PLC controller, time switches, manual switches, transformers, breakers, electrical wiring, connections and on recirculation system workmanship, recirculation system pumps and filters are covered by their manufacturer.

5.5.4 One (1) year warranty on all products and parts not listed above.

5.5.5 Proposers must state the standard warranty for the items being purchased.

**PROPOSERS NEED NOT RETURN A COPY OF THIS SOLICITATION WITH THEIR RESPONSE.**

**PROPOSERS MUST SUBMIT THE INFORMATION REQUIRED AS PER SECTION VI, PROPOSAL FORMAT**

## SECTION VI PROPOSAL FORMAT

**PROPOSAL INFORMATION:** The following guidelines should be followed when responding to the Request for Proposals. 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 Proposals 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.**
- Page numbers should be placed on bottom center of pages.
- Please submit one (1) marked original and one (1) exact copy.
- 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**      **PROPOSER INFORMATION**  
Company Name, Address, Knox County Vendor Number, Primary Contact Person, Contact Telephone Number, Contact Email, copy of Knox County Business License (if applicable), Federal Tax Identification number (EIN)
- TAB II**      **SIGNED LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL**  
Letter must be signed by the principal of the company. Please sign the original in blue ink.
- TAB III**      **COST**  
Proposers shall provide the total cost to fully complete the project as well as a detailed cost sheet of the project. Costs shall be broken down into hourly labor rates with the total number of hours needed as well as unit costs for materials, equipment, features, etc., (e.g. each, per foot, per yard) Proposer shall also state a cost per thousand dollars (\$1,000) for the Performance and Payment Bond.
- TAB IV**      **PRIOR EXPERIENCE**
- Provide a detailed narrative of the company's experience in providing splash pads within a similar scope.
  - Provide resumes of employees that will be assigned to the Knox County project.
  - Provide references using the attached Reference Check form.
- TAB V**      **DESIGN**
- Proposers shall provide a detailed narrative explaining the design of the splash pad.
  - Provide detailed drawings of the layout, equipment, etc.
  - Provide a list, with brand names, of equipment used. Knox County will consider brands that are equal to or exceed those listed in the RFP. Any and all substitutions must meet all standards as outlined above.
- TAB VI**      **TIMELINE**
- Proposers shall provide a detailed timeline for completion of the project after receipt of a notice to proceed issued by the County. The exact dates are not known. The proposed timeline shall be stated in the number of **calendar days** from the notice to proceed as per Section 5.4.
- TAB VII**      **EXCEPTIONS**  
Proposers must list any exceptions taken to the terms and conditions of this RFP in this section. Failure to list any exceptions will be considered as the proposer's acceptance of the terms and conditions as stated. Do not mark through or otherwise alter the language of this RFP in your response.
- TAB VIII**      **ACKNOWLEDGEMENT OF ADDENDUM**  
Acknowledge receipt of any addenda issued under this section.
- TAB IX**      **OTHER INFORMATION**  
Proposers may include any other information deemed pertinent to this solicitation.

**TAB X**

**ATTACHMENTS**

- References
- Drug Free Affidavit
- Iran Divestment Act/No-Boycott of Israel
- Insurance Checklist

**Note: Failure to include requested information may result in the proposer being disqualified.**

**KNOX COUNTY PROCUREMENT DIVISION  
REFERENCES  
REQUEST FOR PROPOSALS NUMBER 3455**

**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 listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government as a reference.

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address: _____	
Nature of Contract: _____	
Services Provided: _____	
Dollar amount: \$ _____ (over life of contract)	
Contract start date: _____	Contract end date: _____

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address: _____	
Nature of Contract: _____	
Services Provided: _____	
Dollar amount: \$ _____ (over life of contract)	
Contract start date: _____	Contract end date: _____

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address: _____	
Nature of Contract: _____	
Services Provided: _____	
Dollar amount: \$ _____ (over life of contract)	
Contract start date: _____	Contract end date: _____

**AFFIDAVIT OF COMPLIANCE**

**WITH**

**DRUG-FREE WORKPLACE REQUIREMENTS OF**

**TENNESSEE CODE ANNOTATED, § 50-9-113**

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

I, \_\_\_\_\_, president or other Principal

Officer of \_\_\_\_\_, swear or affirm that the  
Name of Company

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

\_\_\_\_\_  
President or Principal Officer

For: \_\_\_\_\_  
Name of Company

STATE OF TENNESSEE }  
COUNTY OF }

Subscribed and sworn before me by

\_\_\_\_\_,  
President or Principal Officer of

\_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



**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: \_\_\_\_\_

**KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
PROPOSAL NUMBER 3455**

**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; width: 150px; height: 40px;"> <tr> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)											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)														
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px; width: 150px; height: 20px;"> <tr> <td style="width: 100px;">CLAIM MADE</td> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 100px;">OCCUR</td> </tr> </table>	CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR	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													
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 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 BIDDER 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: \_\_\_\_\_  
**BID ENVELOPE COVER**

Name of Project:

Request for Proposals #3455  
Splash Pad

Sealed proposals will be received by:

The Knox County Procurement Division  
1000 North Central Street, Suite 100  
Knoxville, Tennessee 37917

UNTIL: 2:00 p.m. Local Time  
TIME

October 5, 2023  
DATE

**COMPLETE ALL BLANKS!**

BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

TENNESSEE CONTRACTORS LICENSE NUMBER \_\_\_\_\_

LICENSE CLASSIFICATION (applicable to this project) \_\_\_\_\_

\_\_\_\_\_ DOLLAR LIMIT

LICENSE EXPIRATION DATE \_\_\_\_\_

**SUBCONTRACTORS TO BE USED ON THIS PROJECT**  
*(If no subcontract work is required, write, "None Required" in each blank.)*

PLUMBING \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

Classification \_\_\_\_\_ Expiration Date \_\_\_\_\_

HVAC \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

Classification \_\_\_\_\_ Expiration Date \_\_\_\_\_

ELECTRICAL \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

Classification \_\_\_\_\_ Expiration Date \_\_\_\_\_

GAS UTILITY \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

Classification \_\_\_\_\_ Expiration Date \_\_\_\_\_

**BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!**  
**PROPOSERS MUST PLACE THIS PAGE ON THE OUTSIDE OF THE SEALED PROPOSAL.**