

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **TENNIS COURT SERVICES** as specified herein. Bids must be received by 2:00 p.m. on **October 30, 2024**. Late bids will be neither considered nor returned.

Deliver Bids To:

Bid Number 3597
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, Tennessee 37917

The Bid Envelope Must Show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 ADDITIONAL INFORMATION: Knox County wants requests for additional information routed to Donnie Fawver, CPPB, Construction & Contract Specialist/Senior Buyer, at 865.215.5756. Questions may be emailed to donnie.fawver@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 solicitations may be obtained on the Internet at www.knoxcounty.org/Procurement.

1.2 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 ALTERNATIVE BIDS: Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 AUDIT HOTLINE: Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, you can file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

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

1.5 AWARD: Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis or by a multiple award. Knox County also reserves the right to not make an award. The evaluation criteria are listed herein.

1.6 BID DELIVERY: Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals 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. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hour prior to the bid opening time.

Responses must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

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

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

- 1.8 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all 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, Business Outreach Administrator
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

- 1.9 CONFLICT OF INTEREST:** Vendors must have read and complied with the “non-conflict of interest” statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.10 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.
- 1.11 DRUG-FREE WORKPLACE:** If Contractor has five (5) or more employees receiving pay: **Contractor** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. **Contractor** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.
- 1.12 DUPLICATE COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.
- 1.13 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept electronically transmitted bids for this solicitation. Email and Facsimile submission is strictly prohibited.
- 1.14 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, “Knox Buys.” The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help.
- When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/Procurement, register as a vendor in our on-line Procurement system, “Knox Buys,” if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.15 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.16 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

- 1.17 NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.18 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via email. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County E-Commerce Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.19 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.
- 1.20 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.21 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidder's ability.
- 1.22 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids 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
- 1.23 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **October 17, 2024 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.
- 1.24 SIGNING OF BIDS:** **In order to be considered all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the term and conditions stated in the bid document. When submitting electronically, the submission of your electronic bid will be the acknowledgement of signature.
- 1.25 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.26 TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.
- 1.27 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.28 UNFORESEEN CIRCUMSTANCES:** 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 regards 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.

1.29 USE OF BID FORMS: Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.30 VENDOR DEFAULT: Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.31 VENDOR REGISTRATION: Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/Procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division prior to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.

1.32 WAIVING OF INFORMALITIES: Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

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

2.2 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.

2.3 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.

2.4 BOOKS AND RECORDS: Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall 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 CRIMINAL HISTORY RECORDS CHECK: Any and all successful bidders, Contractor's employees, Contractor's sub-contractors and the employees of any sub-contractors must submit to a criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Bidders **must** submit with their bids the Criminal History Affidavit of Compliance.

- 2.8 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all 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.
- 2.9 GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.
- 2.10 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.15 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.
- 2.16 NO BOYCOTT OF ISREAL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.17 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, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

- 2.18 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.19 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.20 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.
- 2.21 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.
- 2.22 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature 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.
- 2.23 TERMINATION:** County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.24 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of this bid to obtain one or more qualified firms to provide Tennis Court Services for Knox County Schools. Knox County Schools Maintenance & Operations Department (KCSMO) intends to make a Best Value purchase. Best Value means more than low bid. It includes the initial cost, product quality and other factors detailed herein
- 3.2 ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of goods or services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITION OR DELETION OF SERVICES:** Knox County may, but shall not be required to, request the vendor to add other services for Knox County. The successful vendor agrees that upon written designation by Knox County, it will perform such services under this Contract. Pricing for any additional services will be negotiated with the vendor. Knox County may add or delete from the Contract one (1) or more services in the pricing sheet without terminating the entire Contract.
- 3.4 AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises.
- 3.5 BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.

- 3.6 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor if they will lower the cost to Knox County and/or provide improved service.
- 3.7 COMPLIANCE WITH INSTRUCTIONS FROM SITE BASED ADMINISTRATORS:** Should a site-based administrator (typically a principal or assistant principal) request a cessation of work, work shall immediately stop. Vendor is to immediately call the Knox County Schools contract administrator in charge of the project for further instruction. Should a site based administrator request a change of scope, function, design, et cetera of the project, such request is to be reported to the Knox County Schools contract administrator prior to any changes being accepted.
- 3.8 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Bidder 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 Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.
- 3.9 CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.
- 3.10 CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful bidder(s). The Knox County Procurement Division will draft this Contract and no vendor forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as contract documents or as contract attachments.
- 3.11 DESTINATION AND DELIVERY:** Bidders are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**
- 3.12 ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful vendor(s) are allowed on the premises of Knox County School buildings. Vendor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Vendor(s). All employees must wear a company uniform or name badge identified with the company name at all times.
- 3.13 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:
- | | |
|-----------------|------------------|
| Price | 90 Points |
| Warranty | 10 Points |
- 3.14 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder(s). This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file.
- Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.15 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 the bid response. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) with the appropriate coverage and listing Knoxville/Knox County KCS as additional insured. It shall be the successful Contractor's responsibility to keep a current COI on file with Knox County Procurement at all times.

- 3.16 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.
- 3.17 INVOICING REQUIREMENTS:** As several different departments may use this contract, please adhere to the following guidelines:
- FOR KCSMO MAIL ALL INVOICES TO:**
 Knox County Schools Maintenance & Operations
 Procurement Supervisor
 900 East Fifth Avenue
 Knoxville, Tennessee 37917
- FOR KNOX COUNTY MAIL ALL INVOICES TO:**
 The address listed on the Purchase Order.
- THE FOLLOWING GENERAL GUIDELINES APPLY TO ALL DEPARTMENTS. HOWEVER, EACH DEPARTMENT MAY HAVE ADDITIONAL OR SLIGHTLY DIFFERENT NEEDS, WHICH THEY WILL COMMUNICATE TO YOU.**
- 3.17.1 TRACKING NUMBER:** All invoices must have one of our tracking numbers on them or they will be returned. You will only have one number per invoice.
- 3.17.2 INVOICE DETAIL:** At a minimum, these items must be shown on the invoice:
 The grand total amount
 An itemized list detailing the description, quantity and cost of each item or service provided (not if the job was a "Not to Exceed" project)
 The location delivered to (Such as XYZ School or Maintenance 5th Avenue)
 The date the work/materials were delivered
 A statement that the price invoiced is per the bid/quote
 The tracking number (purchase order, field purchase order or encumbrance number)
- 3.17.3 SUBMIT ONE (1) ORIGINAL INVOICE AND ONE (1) COPY OF IT.**
- 3.17.4 INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.**
- 3.17.5 REVIEW OF INVOICES:** Invoices will be reviewed for adherence to bid terms and/or the quotation.
- 3.17.6 VARIATION:** Variation from the terms of our bids is strictly prohibited. It will help speed your payment if your invoice notes the bid number or name. It will be even more helpful if your invoice clearly states that the charges are in accordance with the bid or quotation terms. While failure to follow these guidelines may slow down the payment process, following these steps will help you receive payment faster.
- 3.17.7 JOB/SERVICE TICKETS:** Job/service tickets that substantiate the invoice must accompany the invoice. The original job/service tickets will be given to the requesting department. Copies must accompany the invoice.
- 3.17.8 UNPAID INVOICES:** If invoices are unpaid after thirty (30) days, please contact Robby Speegle (KCSMO) at 865.594.3635 to ascertain their status.
- 3.18 MATERIAL/LABOR QUALITY:** Unless otherwise specified, all materials must be of a commercial grade or better.
- 3.19 NEW MATERIAL:** Unless specified otherwise in the bid package, Contractor(s) must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of the bid. Refurbished or remanufactured materials **will not** be accepted.
- 3.20 NEWS RELEASES BY CONTRACTORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.21 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

- 3.22 OPEN BID INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bid promote competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Procurement Division no later than **October 17, 2024 by 4:30 pm.**
- 3.23 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.24 PRICING:** Bidders must quote a firm fixed price for the items noted herein. The price may not change during the term of the Contract. However the Contractor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the Contractor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the Contractor may:
- 3.24.1** Continue with existing prices
 - 3.24.2** Not accept the renewal offer
 - 3.24.3** Request a lower price increase
- If a price increase is approved by Knox County and Knox County Schools Maintenance & Operations (KCSMO), the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally.
- 3.25 QUANTITIES:** Knox County does not guarantee any quantities of items or services to be purchased. Knox County will purchase these items or services on an as-needed basis.
- 3.26 REMOVAL OF VENDORS EMPLOYEES:** The successful Vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful Vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.
- 3.27 RIGHT TO SEPARATELY BID PROJECTS:** KCSMO reserves the right to separately bid any project when it is in their best interest.
- 3.28 SAFETY:** Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by works performed under this contract. Such damages to the foregoing shall be repaired and / or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the vendor.
- 3.29 SCHEDULING OF WORK:** Vendor(s) shall cooperate with officials in performing work so that interference with the normal program will be held to a minimum. Work will normally be scheduled for regular work hours and not for overtime hours.
- 3.30 SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if subcontracting is done without approval.
- 3.31 SUB-CONTRACTORS:** Bidders are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.
- 3.32 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **October 17, 2024 by 4:30 pm.** Submit questions as noted in Section 1.1.
- 3.33 VALUE ADDED RELATIONSHIP:** Knox County and KCSMO intend for this bid to result in a relationship with a vendor. Knox County and KCSMO desire a long-term relationship with a Contractor in which common goals are shared. Among those goals are:
- 3.33.1** Fair and equitable treatment of Contractor and County.
 - 3.33.2** Contactor expertise in methods of cost reduction. Contractors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.

3.33.3 Contractor involvement in the School system or a specific school on a non-business basis. One example is involvement with the Knox County Schools Teacher Depot. The Teacher Depot accepts the donation of equipment and supplies for distribution to teachers.

3.34 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SPECIFICATIONS

4.1 BORDER:

- A 7.5" deep x 6" wide concrete curb border shall be constructed at the base of the fence to contain the new stone and asphalt base. Curb shall be poured into place such that it is immediately adjacent to the inside edge of the fence line. Height of border shall be 7.5" inches to contain the new stone base and asphalt paving

4.2 CRACK TREATMENT:

- Cracks shall be filled with acrylic patch binder crackfill material to flush with the existing surface. Crackfill material shall be installed full depth. After crackfill material has dried, joint retarding fabric Mirafi Miractac shall then be overlaid on top of the crack area. Fabric shall be 1' wide to minimize reflection of the old cracks into the new base.
- After completion of crack repair, a stone layer shall be installed directly on top of the existing courts. Stone shall be pug mix. Stone shall be laser graded and compacted into place. Stone shall be rolled in order to achieve 95% of maximum dry density. No variation of the finished stone base shall be greater than ½" of the desired elevation. Average depth of stone after compaction shall be 4 inches. The slope of the stone base shall be 1% in order to shed water adequately after a rain.

4.3 BASE INSTALLATION:

- The asphalt base shall be installed in two layers. The first layer shall be 2.0 inches of binder type asphalt, Tennessee Department of Transportation specification "B". The thickness of the asphalt layer is measured after compaction. After this first layer of asphalt is installed, a second layer is measured after compaction. After this first layer of asphalt is installed, a second layer of asphalt 1.5 inch in thickness shall be installed over the court area. Specification of the finish layer of asphalt shall be TDOT commercial surface "CS". Rolling of asphalt shall be done so as to accomplish maximum compaction of the asphalt base without any displacement of the mat. All roller marks, took marks, or imperfections in the asphalt mat shall be rolled out. The planarity of the finished asphalt surface shall not vary more than ¼" in ten feet when measured with a 10' straight edge. Court shall be flooded or shall be observed after a hard rain in order to ascertain that it drains water in accordance with standard industry guidelines. Any puddles holding more than 1/8" of water after adequate drying (1 hour after a rain event on a 70 degree day) of the court surface shall be pathed prior to application of any surface coatings.

4.4 FENCING:

- Existing fence shall not be replaced. The existing fence mesh shall be taken down, stored, and reused. We will build the curb and then reinstall the wire behind the new curb. With the height of the new court, there will be a 7.5" step up to the courts and the fence height will be 7.5" lower than original.

4.5 HARWARE:

- If existing net post sleeves are intact and not heaving, they shall remain and new steel extension collars will be added to account for the new elevation. If they are in bad shape, existing net post foundations shall be excavated. New net post foundations shall be installed in concrete footings 4' in depth and 18" in diameter. New tennis nets and net posts shall be installed following completion of job. Net strap anchors 1' in diameter and 2' in depth shall be poured in concrete to secure the net strap.

4.6 ACRYLIC SURFACE SYSTEM:

- Following a 14 day cure period for the asphalt, a three coat Nova Acrylic surface system shall be installed on the tennis courts. The first coat shall be resurfacer with sand added to fill the pores in the asphalt. Sand shall be added at the rate of 10 pounds per concentrate gallon of resurfacer. The application of the concentrate resurfacer shall be .1 gallon / square yard of surface area. Resurfacer shall be allowed to fully dry before any succeeding steps are initiated. Resurfacer shall be scraped smooth and any imperfections corrected prior to application of any color coats. Two sand filled color coats shall then be installed. The application rate of the color coats shall be .1 gallon/ square yard of surface area for both coats. After surface coatings have fully dried, courts shall be striped according to USTA guidelines for tennis.

4.7 ACCESS:

- Access to the courts shall be from the parking lot. Vendor will restore job site to its original condition following completion of work including removing all debris.

4.8 WEATHER LIMITATIONS:

- No part of the construction shall be conducted unless temperatures are at least 50 degrees, nor shall any construction be done during rainfall.

4.9 WARRANTY:

- Vendor shall warrant that all workmanship, design and materials shall be free of defects for a period of one year form the time of substantial completion. If any part of the installation should fail during the warranty period, it shall be replaced or repaired and restored to service at no expense to the owner.

4.10 SILENCE OF SPECIFICATIONS:

- The apparent silence of any specification or the omission of details from a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. Guidelines as provided by the American Sports Builder's Association are expected to be followed to serve as minimum industry standards.

Bidders need not return pages one (1) through eleven (11) with their bid.

SECTION V VENDOR INFORMATION FOR BID #3597, TENNIS COURT SERVICES

The following pages should be attached as a portion of the bid response. Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor Name _____

5.2 Vendor Address _____

City _____ State _____ Zip _____

5.3 Telephone Number _____ Fax Number _____

5.4 Vendor Number As Assigned By The Knox County Procurement Division _____

5.5 Contact Person _____

5.6 Contact Person's Email _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

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

Authorizing Signature _____

5.8 Vendor's Knox County Business License Number _____
(If Applicable) *Attach A Copy Of The License.*

5.9 I acknowledge the receipt of: (Please Write "Yes" If You Received One)

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

5.10 Do you accept the Terms and Conditions of the bid? Yes _____ No _____

Yes, with exceptions _____

5.11 Did you include the Drug Free Workplace Form as per section 1.11? Yes _____ No _____

5.12 Will you accept credit card (VISA) payments as per section 1.18? Yes _____ No _____

5.13 Did you include the Criminal History Records Check as per section 2.7? Yes _____ No _____

5.14 Did you include the Insurance Checklist as per section 3.15? Yes _____ No _____

5.15 Price for resurfacing work on an existing Tennis Court \$ _____ per square yard.

5.16 Price for removal of an old Tennis Court \$ _____ per square yard.

5.17 Price for installing a new Tennis Court \$ _____ per square yard.

5.18 Warranty (You may attach if needed): _____

**KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3597**

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; text-align: center;">X</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>	X	ANY AUTO-SYMBOL (1)											<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="width: 20%; text-align: center;">\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)	
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BODY INJURY (Per -Person)																							
BODY INJURY (Per-Accident)																							
PROPERTY DAMAGE (Per-Accident)																							
YES	4.	COMMERCIAL GENERAL LIABILITY	LIMITS																				
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	CLAIM MADE	X	OCCUR																				
				FIRE LEGAL LIABILITY																			
				MED EXP (Per person)																			
				PERSONAL & ADV INJURY																			
		X	POLICY	PROJECT																			
				LOC																			
				GENERAL AGGREGATE																			
				PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE																			
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.	<table border="1" style="width: 100%;"> <tr> <td style="width: 20px;"></td> <td style="width: 100px;">ARCHITECTS & ENGINEERS</td> </tr> <tr> <td></td> <td>ASBESTOS & REMOVAL LIABILITY</td> </tr> <tr> <td></td> <td>MEDICAL MALPRACTICE</td> </tr> <tr> <td></td> <td>MEDICAL PROFESSIONAL LIABILITY</td> </tr> </table>		ARCHITECTS & ENGINEERS		ASBESTOS & REMOVAL LIABILITY		MEDICAL MALPRACTICE		MEDICAL PROFESSIONAL LIABILITY	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">\$1,000,000 PER OCCURRENCE/CLAIM</td> <td style="width: 20%;"></td> </tr> <tr> <td>\$2,000,000 PER OCCURRENCE/CLAIM</td> <td></td> </tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> <td></td> </tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> <td></td> </tr> </table>	\$1,000,000 PER OCCURRENCE/CLAIM		\$2,000,000 PER OCCURRENCE/CLAIM		\$1,000,000 PER OCCURRENCE/CLAIM		\$1,000,000 PER OCCURRENCE/CLAIM					
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NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																				
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																				
NO	13.	MOTOR CARGO INSURANCE																					
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																				
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE; \$500,000 COLLISION																				
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																				
NO	17.	DISHONESTY BOND	\$																				
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																				
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																				

20. CARRIER RATING SHALL BE BEST'S RATING OF A-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.

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: _____

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company

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

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

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: _____