

**CITY OF KNOXVILLE
INVITATION TO BID**

Security Services for the City of Knoxville Parks and Recreation Department

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Agent of the City of Knoxville, in Room 667-674, City County Building; 400 Main Avenue; Knoxville, Tennessee, until **11:00:00 a.m. (Eastern Time) on April 7, 2017**, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

The work will consist of providing security services for the Knoxville Parks and Recreation Department, to include all personnel, labor, equipment and services in performing security services at the locations noted specified in this document. The contract term will be for one year with two optional one-year extensions.

IMPORTANT NOTICE: A pre-bid meeting will be held on Thursday, March 30, 2017, at 9:00 a.m. in the Parks & Recreation first floor conference room, located at Lakeshore Park; 5930 Lyons View Pike; Knoxville, Tennessee. Bidders are strongly encouraged to attend.

SCOPE OF SERVICE

Section I: Basic Information

Successful bidder will provide all personnel, labor, equipment and services in performing security services at the locations listed below. Service will be provided seven days a week, year round, by unarmed guard(s). Service will primarily consist of patrol and closing parks, by locking gates in evenings, and opening parks, by unlocking gates in the mornings for the sites listed below. Some parks have public restrooms that are locked and unlocked at designated times. All guards will wear distinguishable uniforms, as approved by the City. Schedule of times to lock and unlock sites will vary depending on the season and will be provided by the Parks and Recreation Department. Keys, locks, and chains will be provided by the Parks and Recreation Department.

Verification of site visits with an electronic tour system, along with emailed daily or weekly summary report of activity at listed sites and any unusual activities, will be required of the successful bidder. Any unusual activity or missing locks shall be reported to the Parks and Recreation Department within eight (8) hours of the guard/security personnel's observance. Contractor shall supply the electronic tour system. Log sheets will not suffice to show site visits.

In case of emergency situations, the Knoxville Police Department shall be called immediately. When an emergency situation occurs, a designated official of the Parks and Recreation Department shall be contacted by the next working day and a special incident report emailed. KPD will contact the security company when security is needed after hours at any Parks and Recreation site (including those not listed); in such an event, the contractor shall invoice the City on an hourly basis.

In general, all parks and park restrooms are open dawn to dusk. Some park restrooms close for the winter season. Lighted tennis courts and Knoxville Skate Park are open till 11:00 p.m. Ballparks, during playing season, remain open until games are finished and staff leaves, usually by 10:00 p.m. Recreation centers usually close by 9:30 p.m., except the Adaptive Center, which is open 8:00 a.m. to 8:00 p.m., Monday through Thursday and 8:00 a.m. to noon on Friday. All centers are available for private rental after hours, and a City of Knoxville Parks and Recreation staff member should be on site. Outdoor pools typically open for the season before Memorial Day and close after Labor Day. All centers, facilities, and pools are available for private rental after hours and a City of Knoxville Parks and Recreation staff member will be on site. If a site has been rented and the event is running past the venue's closing time, the security company is to return after the event ends to secure the facility. The Parks and Recreation department will provide the security company with a 10-day schedule to verify events at sites and will make every effort to inform the security company of any events that are expected to go past 9:00 p.m.

In the event of inclement weather or threat of inclement weather, security contractor is expected to contact the Parks and Recreation designated representative for information regarding closings.

Section II: Pricing

Contract shall be for an annual not to exceed price good for one year with two optional one-year extensions with the same terms and conditions. The City will pay the contractor 1/12 of the contract price each month for the work as specified, and the contractor will be responsible for paying its staff at whatever hourly wage the contractor has agreed upon with its staff. This would include any holiday or overtime pay that is incurred by the contractor's staff in the process of its rounds.

Successful bidder shall provide other necessary security services at various City locations and special events on an as needed-basis, as requested by the Director of the Parks and Recreation Department or his designated representative. A separate hourly cost rate shall be provided for additional services as part of the bid. Although this Invitation to Bid requires that the bidder include an hourly rate, the hourly amount only comes into play if extra services are requested. The hourly rate is NOT part of the annual contract amount. Award shall be made based on the annual contract amount, not the hourly rate.

Section III: Sites to be patrolled and tasks for each site

The following sites shall be patrolled and the noted tasks shall be performed.

| <u>Site</u> | <u>Address</u> | <u>Tasks</u> |
|---|----------------------------|--------------|
| Adair Park | Adair Drive & Jenkins Road | Note 2 |
| Adaptive Center | 2335 Dandridge Avenue | Note 9 |
| Ashley Nicole Playground | 620 Winona Avenue | Note 2 |
| Alice Bell Ballpark | 3511 Alice Bell Road | Note 1 |
| Baker Creek Preserve | 1510 Taylor Road | Note 5 |
| Caswell Ballpark | 620 Winona Avenue | Note 10 |
| Downtown Dog Park | 200 S. Central Street | Note 3 |
| Ed Cothren Pool/ Malcolm Martin Park | 1205 College Street | Note 2 & 4 |

| | | |
|----------------------------------|--------------------------|---------|
| E.V. Davidson Center | 3124 Wilson Avenue | Note 9 |
| Fort Dickerson Park | 3000 Fort Dickerson Road | Note 12 |
| Fort Dickerson Quarry | Augusta Ave. | Note 12 |
| Fountain City Ballpark | 3701 Ludo Road | Note 1 |
| Fountain City Skate Park | 2540 Maple Drive | Note 3 |
| Gary Underwood Park | 6101 Moore Road | Note 2 |
| Holston Chilhowee Ballpark | 5900 Asheville Highway | Note 1 |
| Holston River Park | Holston Hills Road | Note 2 |
| Inskip Pool/Park | 4204 Bruhin Road | Note 4 |
| Lakeshore Park | 5930 Lyons View Pike | Note 11 |
| Maynard Glenn Ballpark | 2100 McClung Avenue | Note 1 |
| Ridley-Helton Field | 633 Jessamine Street | Note 9 |
| Gov. Ned McWherter Park | 1648 Riverside Drive | Note 11 |
| Rocky Hill Ballpark | 7633 Alki Lane | Note 1 |
| River Bluff Wildlife Area | 1045 Cherokee Trail | Note 13 |
| Sam Duff Field Park | 4060 Chapman Highway | Note 7 |
| Sequoyah Hills Park | 1400 Cherokee Boulevard | Note 2 |
| Sharp's Ridge Vet. Memorial Park | 329 Sharp's Ridge Road | Note 8 |
| Skyline Ballpark | 1050 Beaman Lake Road | Note 1 |
| South Knoxville Center | 522 Old Maryville Pike | Note 9 |
| Suttree Landing Park | 701 Langford Ave | Note 11 |
| Tyson Park | 2351 Kingston Pike | Note 6 |
| Tyson/Knoxville Skate Park | 2351 Kingston Pike | Note 6 |
| Victor Ashe Park | 4901 Bradshaw Road | Note 2 |
| West Hills Park | 410 N. Winston Road | Note 2 |
| William Hastie Natural Area | Margaret Road | Note 5 |

Notes:

| Notes | Tasks | Locations |
|--------|---|---|
| Note 1 | Patrol entire park or facilities, lock and unlock gate(s), check ballfield lights and turn off if left on after hours, check parking lot, restrooms (if any) and lock/unlock, professionally ask people to leave if park is closed. Call Knoxville Police Department if any serious situation exists. | Alice Bell, Fountain City Ballpark, Holston Chilhowee Ballpark, Maynard Glenn, Rocky Hill Ballpark, Skyline Ballpark |
| Note 2 | Patrol entire park, lock and unlock any gate(s), check parking lots, professionally ask people to leave when park is closed. If restrooms in park, check, lock then unlock when park opens. Call Knoxville Police Department if any serious situation exists. | Adair Park, Ashley Nichole Playground, Malcolm Martin Park, Gary Underwood Park, Holston River Park, Sequoyah Hills Park, Victor Ashe Park, West Hills Park |
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| Note 3 | Downtown Dog Park has a special opening time of 5:30 a.m. and closing time of 10:00 p.m. Patrol park and parking areas. Professionally ask people to leave when the park is closed. Call Knoxville Police Department if serious situation exists. | Downtown Dog Park, Fountain City Skate Park, |
| | | |
| Note 4 | Patrol pool parking lot around 10:00 p.m. and professionally ask people to leave if pool/park is closed. Walk inside to check the pool area/gates and lock/unlock any restrooms. Call Knoxville Police Department if serious situation exists. | Inskip Pool/Park, Ed Cothren Pool |
| | | |
| Note 5 | Lock and unlock any gates, check all parking areas, walk through park and professionally ask any people to leave if park is closed. Call Knoxville Police Department if serious situation exists or any parked vehicles are present. | Baker Creek Preserve, William Hastie Natural Area |
| | | |
| Note 6 | Patrol park after dark, lock park restrooms by 9:30 p.m., unlock by 7:30 a.m. each morning, lock tennis courts and skate park after 11:00 p.m. Professionally ask people to leave park after dark (unless they are skating or playing tennis). Call Knoxville Police Department if serious situation exists. | Tyson Park, Tyson/Knoxville Skate Park |
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| Note 7 | Lock gate at parking lot around 10:00 p.m. Unlock gate around 5:00 a.m. Check field lights and turn off if left on after hours, lock and unlock restrooms, ask people to leave when park is closed. Restrooms are closed for the winter season. Call Knoxville Police Department if serious situation exists. | Sam Duff Field Park |
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| Note 8 | Patrol the entire park, drive the length of park road around 9:30 p.m., professionally ask people to leave. Patrol the lower bike trail parking lot accessed from Dill Street/ Watauga Avenue. Call Knoxville Police Department if any serious situation exists. | Sharps Ridge Veterans Memorial Park |
| | | |
| Note 9 | Visit site by 10:00 p.m. Walk around outside of building and ensure all doors are locked and secured. Pay special attention to the pool access doors at Adaptive and South Knoxville Centers. Check all upper and lower parking areas and lock/unlock any outside gates. Call Knoxville | Adaptive Center, EV Davidson Center, Ridley-Helton Field, South Knoxville Center |

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| | Police Department if serious situation exists. | |
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| Note 10 | Check all parking areas, professionally ask people to leave if park is closed; lock/unlock any gates and cable/lock at maintenance entrance. Call Knoxville Police Department if any serious situation exists. | Caswell Ballpark |
| | | |
| Note 11 | Lakeshore Park and Suttree Landing Park close at 10:00 p.m. Gov. Ned McWherter closes at 9:30 p.m. during the summer months, otherwise closes at dark. Lock and unlock all gate(s), check all ballfield lights and turn off lights if left on after hours, check all parking lots, and waterfront/dock areas. If restrooms in park, check lock/unlock. Professionally ask people to leave if park is closed. Call Knoxville Police Department if any serious situation exists. | Lakeshore Park, Suttree Landing Park, Gov. Ned McWherter Park |
| | | |
| Note 12 | Patrol entire park, including lower roads leading to the bottom of quarry. They are accessed via Augusta Avenue. Lock and unlock any gate(s), check parking lots, professionally ask people to leave when park is closed. If restrooms in park, check, lock, then unlock when park opens. Call Knoxville Police Department if any serious situation exists. | Fort Dickerson Park & Quarry |
| | | |
| Note 13 | Visit site around 10:00 p.m., patrol all accessible gravel roads, check all paths near and around the overlook, and professionally ask people to leave. The access gate to nature area remains locked at all times. Call Knoxville Police Department if any serious situation exists. | River Bluff Wildlife Area |

Section IV: Guards

- 1) All guards must be qualified, have had all necessary training and passed examination requirements pursuant to TCA 62 35 101, et seq. All guards must have a valid registration card and have that card in their possession whenever performing security services for the Parks and Recreation Department.
- 2) Contractor shall provide the qualified staff, a marked "Security" vehicle, fuel, cell phone and/or radio, and a clearly identifiable, approved black or blue security uniform.

3) Contractor shall provide at least two mobile phone numbers to the Knoxville Police and Parks and Recreation Departments and be available for after-hours emergency access to all City of Knoxville parks and facilities, including those not listed. The contractor shall work directly with KPD during after-hour calls.

4) Guards shall adhere to a strict opening and closing schedule provided by the Parks and Recreation Department. ALL locked/unlocked parks and facilities shall be closed no more than two hours after the scheduled close/visit time, no exceptions. Digital log will be reviewed by the Parks and Recreation management team and the contractor shall give a written explanation for any deficiencies.

Section V: Company Licensure

Pursuant to TCA 62 35 104, all submitting entities shall provide proof of state licensure for operating private protective services.

Section VI: Special Events

Successful bidder shall provide other necessary security services at various City locations and special events on an as needed basis, as requested by the Parks and Recreation Department. A separate hourly rate will be provided for additional unarmed guard services as part of the bid.

BID SUBMISSION REQUIREMENTS

Bidders must furnish the following information in writing with their submission:

1. Bid Form showing bidder's name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder's current business license may be submitted in lieu of providing the license expiration date.
2. Proof of State license for Operating Private Protective Services
3. Child Crime Affidavit
4. Non-Collusion Affidavit
5. Drug-Free Workplace Affidavit
6. Iran Divestment Act Certification of Noninclusion
7. Diversity Business Enterprise (DBE) Program form

GENERAL INFORMATION

1. Sealed bids will be received by the Purchasing Agent of the City of Knoxville in Room 667-674, City/County Building, 400 Main Avenue, Knoxville, Tennessee until **Friday, April 7, 2017, at 11:00:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall

not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.

2. The City of Knoxville reserves the right to waive any informalities or to reject any or all bids, to evaluate bids, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Prior to submitting their bids, bidders are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Bid submissions from un-registered bidders may be rejected.**
4. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The fully executed and notarized affidavit must be submitted with the sealed bid.
5. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
6. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
7. Each bid must be submitted in a sealed envelope, addressed to the Purchasing Agent; City of Knoxville; City/County Building; 400 Main Street, Room 667-674; Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: **"Security Services for the City of Knoxville Parks and Recreation Department."**
8. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.

9. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
10. All bidders must be licensed to conduct business in the State of Tennessee. Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the bid must be placed on the sealed envelope containing the bid.
11. Payment for completed services delivered to and accepted by the City shall be at the contract price.
12. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
13. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened.
14. If federal excise tax applies, show amount of same and deduct. Bear in mind that the City is exempt from Tennessee sales tax.
15. Prices are considered FOB Destination unless otherwise stated in the Invitation to Bid.
16. Within 30 days of delivery of the contract to the Contractor, the City must receive either the executed contract or, if execution of the contract is pending agreement of the parties as to contract language, a written request for extension indicating the cause of the delay and an estimated schedule for execution. The City may accept or reject the request for extension, but will afford reasonable opportunity for review. Failure to obtain a certificate of insurance prior to submission of a bid will not be considered a reasonable basis for extension. If neither the executed contract nor a written request for extension has been received by the City within 30 days of delivery, the City may award to the next most responsive, responsible bidder.
17. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.
18. Bidders must provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.
19. Due to the successful bidder's likelihood of working in close proximity to children and adolescents, all bidders are required to submit an affidavit with their bids stating that they agree not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children, or violent crimes to participate in this Agreement. Failure by the bidder to comply with this requirement is grounds for immediate termination of the Agreement. Bidders are required to submit this affidavit with their proposal and failure to do so may

be considered grounds for rejection of the bid. Said affidavit is contained within this ITB for bidder's use.

20. Bidders must comply with the President's Executive Orders No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.
21. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.
22. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing addressed to **Julie Smith Maxwell, Procurement Specialist** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at jmaxwell@knoxvilletn.gov. To be given consideration, such requests/questions must be received by end of business day **March 31, 2017**. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/purchasing. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
23. Attention of all bidders is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary", and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.
24. Where applicable, the successful Bidder will be required to pay prevailing wages to those whom they employ (to include any sub contractors). Information regarding the prevailing wage rates may be obtained on the following State of Tennessee website: <http://www.tn.gov/workforce/article/prevailing-wage>.
25. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a). The amount due to

the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.

26. The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services wherein the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.
27. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.
28. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.
29. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
30. Before a contract will be signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. Any Contract resulting from this Invitation to Bid shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Vendor from the Agreement shall lie in Knox County, Tennessee.
31. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance

must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than three million dollars (\$3,000,000).

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of

subrogation in favor of the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

D. Other Insurance Requirements. Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.

- The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

32. The successful bidder will be required to sign a contract which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

**CITY OF KNOXVILLE
BID FORM**

TO: Purchasing Agent
City of Knoxville
City/County Building
400 Main Street, Suite 667
Knoxville, TN 37902

Having carefully examined the specifications entitled “**Security Services for the City of Knoxville Parks and Recreation Department**” to open on **April 07, 2017, at 11:00:00 a.m.** and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do provide the service as specified for the following amount:

Bid:

Bid for providing personnel, materials, and equipment for security services for one year at City of Knoxville Parks and Recreation Department properties/facilities as specified:

\$ _____ **Total Cost per year**

Bid for providing other short term "on call" security services at various City locations and special events as noted in specifications: (Unarmed Guard)

\$ _____ **Total Hourly Rate**

Firm Name: _____ Date: _____

Official Address: _____

(By) _____ (Name Typed)

(Title)

Email _____ Phone _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He is owner, partner, officer, representative, or agent of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
- (5) The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2____.

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

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 T.C.A. § 12-12-106.

| | |
|--|---------------|
| Vendor Name (Printed) | Address |
| By (Authorized Signature) | Date Executed |
| Printed Name and Title of Person Signing | |

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____,
2____.

My commission expires:_____

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

_____, being duly sworn, deposes, and says that:

- (1) He/She is a principal officer of _____, the firm that has submitted the attached Proposal, his or her title being _____ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented.

(Signed)

(Title)

Subscribed and sworn to before me this ____ day of _____, 20__.

Title _____

My Commission expires _____

Child Crime Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of

_____, the Bidder that has submitted the attached Bid;

(2) The Bidder _____ will abide by the following if chosen as the successful bidder:

The Bidder _____ agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the Bidder to comply with this requirement is grounds for immediate termination of the Agreement.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with woman-owned businesses, and 45.5% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

(Project Name)
\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____
Estimated Amount of Subcontracted Service

| Diversity Business Enterprise Utilization | | | |
|--|--------|---|--------------------------|
| Description of Work/Project | Amount | Diverse Classification (MOB, WOB, SB, SDOV) | Name of Diverse Business |
| | | | |
| | | | |
| | | | |

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____