

## **CITY OF KNOXVILLE INVITATION TO BID**

### **Athletic Flooring**

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 October 17, 2017**, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

The work shall consist of furnishing all labor, materials, tools, and equipment necessary to remove all existing carpet/VCT associated adhesives and hardware; and contractor shall install new resilient athletic flooring/wall baseboards and prefabricated rubber tile sports surface flooring/wall baseboards as indicated on the drawings and/or specified herein. The contractor shall perform all work in accordance with the specifications listed below. Contract shall be for one (1) year with two (2) optional one-year renewals.

**IMPORTANT NOTICE: A pre-bid meeting will be held on Tuesday, October 3, 2017, at 10:00 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.**

### **SPECIFICATIONS**

Contractor shall furnish all labor, materials, tools and equipment necessary to remove all existing carpet/VCT associated adhesives/ hardware , and contractor shall install new resilient athletic flooring/wall base and prefabricated rubber tile sports surface flooring/wall base as indicated on the drawings and/or specified herein. Any existing exercise equipment will be removed by City of Knoxville, and any tables, chairs and other items shall be removed by the contractor. Contractor shall verify measurements and existing flooring types prior to bid submission.

**NOTE: Rubber Tile Athletic Flooring and Resilient Athletic Flooring specifications are provided separately within this section of the Invitation to Bid. Appendix provided indicates specific flooring type per location.**

#### **Facility Locations**

1. Cumberland Estates Recreation Center (4529 Silver Hill Drive, Knoxville)
2. Cecil Webb Recreation Center (953 E. Moody Avenue, Knoxville)
3. Dr. E. V. Davidson Recreation Center (3124 Wilson Avenue, Knoxville)

#### **Scope**

Any reference to specific brand name(s) in this Invitation to Bid is intended to be descriptive, not restrictive, and is included for the sole purpose of indicating the type and quality of equipment desired by the City. Bid submissions offering other than the named component must include detailed specifications for evaluation by the City to determine if the substituted product meets or exceeds the standards of the named component.

### **Rubber Tile Athletic Flooring Specifications**

The work consists of complete installation of a prefabricated rubber sports surface including adhesive as manufactured by Connor Sports Flooring or City-approved equal. All installed work shall conform to the following American Society for Testing & Materials standards: ASTM D 2047: Standard Test Method for Static Coefficient of Friction of Floor Surfaces; ASTM D 2240: Standard Test Method for Rubber Property-Durometer Hardness; ASTM D 5116: Standard Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions from Indoor Materials/Products; ASTM E 648: Standard Test Method for Critical Radial Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; ASTM E 662: Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials; ASTM F 970: Standard Test Method for Static Load Limit; ASTM F 1869: Standard Test Method/or Measuring Moisture Vapor Emission Rate of Concrete Sub-floor Using Anhydrous Calcium Chloride; ASTM F 2170 Standard Test Method/or Determining Relative Humidity in Concrete using "In Situ Probes."

#### **Contractor shall:**

- Submit a copy of Connor PowerDek Fleck System Specification Sheets or approved equal for City review
- Submit one (1) set of shop drawings reflecting seam placement and layout
- Submit a copy of Connors PowerDek Fleck or approved equal maintenance instructions
- Have a minimum of three (3) years of experience installing athletic surfaces
- Perform all work in accordance with the most recent printed installation instructions of the manufacturer
- Utilize materials from a manufacturer with a minimum of five (5) years as an established firm specializing in manufacturing prefabricated sheet rubber for athletic surfaces
- Provide proof that manufacturer is ISO 9001 and ISO 14001 certified

#### **Delivery, Storage, and Handling**

Materials shall be delivered in manufacturer's original, unopened, and undamaged packaging with identification labels intact. Contractor will insure all materials are clean, dry, and protected from possible damage. Contractor will have the option to securely store materials inside the weight room located inside our Recreation Centers.

#### **Site**

High spots shall be ground level and low spots filled with a Portland base compound such as Ardex Feather Finish. Concrete tolerance of 1/8 inch (3mm) in ten foot (3m) shall be maintained throughout. The installation area shall be closed to all traffic and activity during installation and for seven (7) days following to allow drying and curing. Contractor shall notify City staff of completion of work so staff may lock and secure area. Contractor shall supply caution tape for public doorway as a secondary precaution.

#### **Warranty**

A minimum of one (1) year manufacturer's warranty is required on all materials.

**Materials**

Basis for design is PowerDek Fleck as manufactured by Connor Sports Flooring. Any reference to specific brand name(s) in this Invitation to Bid is intended to be descriptive, not restrictive, and is included for the sole purpose of indicating the type and quality of equipment desired by the City. Bid submissions offering other than the named component must include detailed specifications for evaluation by the City to determine if the substituted product meets or exceeds the standards of the named component.

Material shall be prefabricated rubber athletic flooring manufactured in two vulcanized layers with a base of natural and synthetic rubber, stabilizing agents, and pigmentation. Only vulcanized rubber will be accepted. Flooring surface shall be manufactured to maintain performance criteria, as stated by manufacturer, without defects, damage, or failure. Thickness shall be no less than eight (8) mm. Material shall be glued tiles. Color shall be standard and will be determined later by the City of Knoxville. Adhesive shall be two-component polyurethane as supplied by Connor Sports Flooring or City-approved equal. Finish shall be embossed texture.

**Installation**

Contractor shall perform moisture testing of concrete slab prior to installation. "Determining Relative Humidity in Concrete with In-Situ Probes" not to exceed 75% respecting ASTM F2170. High spots shall be ground level and low spots filled with a Portland base compound such as Ardex Feather Finish or City-approved equal. Install athletic flooring in accordance with current manufacturer's installation instructions. Contractor shall use sand concrete in preparation to receive flooring material. Contractor shall unroll flooring and allow relaxing overnight while maintaining a constant room temperature. Contractor shall thoroughly mix two-component polyurethane adhesive per manufacturer's instructions and apply directly to concrete subfloor. Install flooring onto freshly applied adhesive, scribing, and fitting neatly at walls, around columns, and around door frames. Use matching urethane caulk at tight fit locations. Roll material in multiple directions with a 100-pound (45.4 kg) roller to remove entrapped air. Clean any adhesive that migrates between seams with manufacturer recommended product. Hold and weight all seams in place with cinder bricks. Leave weight in place for a minimum of 12 hours. Wall base shall be 1/8" thick rubber, pre-molded, rounded-top and cove base; 4" high, butt type with both end stops and pre-formed corners. Color to be selected by City of Knoxville.

**Clean up**

Contractor shall collect and remove all bricks used for seam weights. Remove all excess and waste materials from the area of work. Leave area clear from installation debris and empty containers.

**Resilient Athletic Flooring Specifications**

The work consists of complete installation of sheet vinyl resilient athletic flooring installed over loose-lay vented slip sheet system. Basis for design is Gerflor Taraflex Multi-Use 6.2 Sports Flooring with Isolsport vented slip-sheet system for loose-lay installation or City-approved equal. Any reference to specific brand name(s) in this Invitation to Bid is intended to be descriptive, not restrictive, and is included for the sole purpose of indicating the type and quality of equipment desired by the City. Bid submissions offering other than the named component

must include detailed specifications for evaluation by the City to determine if the substituted product meets or exceeds the standards of the named component.

**Contractor shall:**

- Provide certification that accurately identifies the Original Equipment Manufacturer (OEM) of flooring furnished for this project including manufacturer's name, address and factory location. Suppliers of Private-Label flooring for this project must identify themselves as such and fully disclose the OEM information listed above.
- Comply with all specifications outlined within this Invitation to bid. All manufacturer requirements in these specifications must be complied with by the OEM, including warranties, certifications, qualifications, product data, test results, environmental requirements, performance data, etc.
- Submit one (1) set of shop drawings reflecting layout, pattern, seams, etc.
- Submit a copy of the manufacturer's maintenance instructions and materials warranty
- Provide a copy of the installer's installation warranty.
- Have a minimum of three (3) years of experience installing resilient flooring surfaces
- Perform all work in accordance with the most recent printed installation instructions of the manufacturer
- Utilize materials from a manufacturer with a minimum of five (5) years as an established firm specializing in manufacturing resilient athletic surfaces
- Provide proof that manufacturer is ISO 9001 and ISO 14001 certified
- Provide proof of manufacturer's certification of factory-applied permanent bacteriostatic and fungicidal treatment
- Comply with ASTM F 2772-11 Performance Level Class 2 for force reduction, ball bounce, vertical deformation, and surface friction.

**Delivery, Storage, and Handling**

Materials shall be delivered in manufacturer's original, unopened, and undamaged packaging with identification labels intact. Contractor will insure all materials are clean, dry, and protected from possible damage. Contractor will have the option to securely store materials inside the weight room located inside our Recreation Centers.

**Site**

Contractor shall ensure no foreign materials or objects are present on the substrate and that it is clean and ready for preparation and installation. Test to verify that the moisture evaporative rate or substrate relative humidity is within the manufacturer's specified ranges. Ensure the concrete slab surface pH level is within the specified range. Use trowelable concrete based leveling and patching compound with the same moisture vapor tolerance as the adhesive to fill depressions, holes, cracks, grooves or other irregularities in substrate. Place flooring and installation materials into spaces where they will be installed at least 48 hours before installation. Install flooring materials only after they have reached the same temperature as space where they are to be installed.

**Warranty**

A manufacturer's warranty is required on all materials. For materials and manufacturing defects and surface wear-through, warranty shall be for fifteen (15) years from date of substantial completion. For moisture vapor tolerance, warranty shall be no less than one (1) year from date of substantial completion.

**Materials**

Basis for design is Gerflor Taraflex Multi-Use 6.2 Sports Flooring with Isolsport vented slip-sheet system for loose-lay installation. Any reference to specific brand name(s) in this Invitation to Bid is intended to be descriptive, not restrictive, and is included for the sole purpose of indicating the type and quality of equipment desired by the City. Bid submissions offering other than the named component must include detailed specifications for evaluation by the City to determine if the substituted product meets or exceeds the standards of the named component.

Material shall be foam-backed sheet vinyl flooring for installation over vented slip-sheet. Flooring surface shall be manufactured to maintain performance criteria, as stated by manufacturer, without defects, damage, or failure. Overall thickness shall be no less than .24 inch (6.2 mm). Wear-layer thickness shall be no less than .08 inch (2.1 mm). Foam backing shall be very high density closed cell foam. Fiberglass grid layers shall be three-ply fiberglass layer including double layer of woven fiberglass grids and a third layer of non-woven fiberglass veil for triple-strength dimensional stability and indentation resistance. Systems with single layer of fiberglass grid or only a non-woven fiberglass veil are not acceptable. Wall base shall be 1/8" thick rubber, pre-molded, rounded-top and cove base; 4" high, butt type with both end stops and pre-formed corners. Color shall be standard and will be determined later by the City of Knoxville. Seams shall be heat welded. Adhesive for sport flooring shall be full-spread adhesive to completely adhere sport flooring to the top of the vented slip-sheet layer. Vented slip-sheet shall be loose-lay installation over substrate. Texture shall have wood grain embossed texture for a genuine wood appearance and solid colors to have "pebbled" embossed texture for an attractive appearance. Wood pattern shall accurately simulate the true visual appearance of natural athletic wood strip flooring. A manufacturer's factory-applied permanent treatment, similar to Gerflor Sanosol, throughout the flooring material which will improve indoor air quality and reduce asthma and allergy risks associated with bacterial and mold growth is required. Applied finish shall be factory-applied permanent, UV-cured, and No-Wax finish.

Basis for design of vented slip-sheet loose-lay overlayment system is Gerflor Taratlex Isolsport. Any reference to specific brand name(s) in this Invitation to Bid is intended to be descriptive, not restrictive, and is included for the sole purpose of indicating the type and quality of equipment desired by the City. Bid submissions offering other than the named component must include detailed specifications for evaluation by the City to determine if the substituted product meets or exceeds the standards of the named component. Vented slip-sheet vinyl layer shall be installed between the substrate and resilient athletic flooring. Bottom texture shall be raised texture on the bottom side permitting moderate moisture vapor emissions to escape and vent. Systems that are smooth or have indented texture on the bottom side are not acceptable. Overall thickness shall be no less than 1.65 mm. Roll length shall be no less than 147 feet and 6 inches (45 m). Roll width shall be no less than 78 inches (2 m). Adhesive for adhering sport floor to top of vented slip-

sheet shall be water-resistant type recommended by athletic flooring manufacturer. Recommended product is Mapei G19, G21 or similar approved equal 2-part urethane adhesive.

### **Installation**

Contractor shall comply with resilient athletic flooring manufacturer's installation instructions. Contractor shall take necessary precautions to minimize noise, odors, dust and inconvenience during installation. Fit flooring neatly and tightly to vertical surfaces, equipment anchors, floor outlets, and other interruptions of floor surface. Extend flooring into toe spaces, door reveals, closets, and similar openings unless otherwise indicated. Contractor shall ensure temperatures during installation remain within range recommended by manufacturer in spaces to receive flooring 48 hours prior, during, and 48 hours after installation. Contractor shall notify the City if at any time the temperature is not within range. Contractor shall prohibit traffic during flooring installation and for at least 48 hours after flooring installation. Contractor shall provide caution tape to secure area from traffic.

Contractor shall prepare substrates according to manufacturer's written recommendations to ensure proper adhesion of resilient athletic flooring system and in accordance to ASTM F 710. Contractor shall verify that substrates are dry and free of sealers, curing compounds, and other additives. Remove coatings and other substances that are incompatible with adhesives using mechanical methods recommended by manufacturer.

Vented slip-sheet loose-lay overlayment system shall be installed loose laid over existing substrate. Stagger seams between Isosport vented loose-laid slip-sheet underlayment sections and finish sport flooring a minimum of seven inches (178 mm). Minimize number of seams and place them inconspicuous areas as shown on approved shop drawings. Contractor shall provide shop drawings for approval prior to installation. Finish seams to produce surfaces flush with adjoining flooring surfaces. Comply with ASTM F 1516. Rout joints and use heat welding rod to permanently and seamlessly fuse sections together.

### **Clean up**

Contractor shall perform the following operations after completing resilient athletic flooring installation: remove marks and blemishes from flooring surfaces, sweep and vacuum flooring, and damp-mop flooring to remove soiling. Notify City staff of completion of work so staff may lock and secure area. Contractor shall supply caution tape for public doorway as a secondary precaution.

### **Performance Criteria**

#### **Indoor Sport Floor**

1. ASTM F 2772-11 Indoor Sport Floor Standard  
Provide certification of compliance for the four ASTM F2772 Indoor Sport Floor Standard performance categories:
  - a. Shock Absorption/Force Reduction: Class C2 (22% to 33%)
  - b. Ball Bounce: Minimum 90%
  - c. Surface effect/Coefficient of Friction: Between 80-110
  - d. Vertical deformation: Maximum 3.5mm
2. Static Load Limit/Residual Indentation

- a. ASTM F1 303; Static Load Resistance requirement of less than 0.005 inch of residual indentation as tested per ASTM F 970 at prescribed test load of 175 p.s.i. Less than 0.002 inch residual indentation when tested at 250 p.s.i.
  - b. EN 1516; Pass, Less than or equal to 0.5 mm.
- 3. Resistance to Rolling Load: EN 1569
- 4. Chemical Resistance: ASTM D 543
- 5. Impact Resistance: EN 1517
- 6. Abrasion Resistance: EN ISO 5470
- 7. Sound Insulation: EN ISO 717
- 8. Gloss/Brightness: EN ISO 2813
- 9. Organic Emission: ASTM D 5116
- 10. Fire Performance: ASTM E 648; Greater than 0.45 W/crn2, Class 1
- 11. Surface Maintenance Requirements: No-wax surface requiring only cleaning and rinsing
- 12. Slab Moisture Design Tolerance
  - a. Maximum relative humidity of 92 percent when tested according to ASTM F 2170.
  - b. Maximum moisture vapor emission rate of 10 pounds of water per 1000 sq. ft. in 24 hours when tested according to ASTM F1 869.

#### **Vented Slip-Sheet Loose-Lay Underlayment System**

- 1. Fire Performance Classification: ASTM E 648, Class 1.
- 2. Slab Moisture Design Tolerance:
  - a. Maximum relative humidity of 92 percent when tested according to ASTM F 2170.
  - b. Maximum moisture vapor emission rate of 10 pounds of water per 1000 sq. ft. in 24 hours when tested according to ASTM F1 869.

### **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. Evidence of Manufacturer's Certification- ISO 9001 and ISO 14001
- 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 **Tuesday**,

**October 17, 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](http://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: **"Athletic Flooring."**
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](mailto:jmaxwell@knoxvilletn.gov). To be given consideration, such requests/questions must be received by end of business day **October 10, 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](http://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 **“Athletic Flooring”** to open on **October 17, 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 the work as specified for the following amount:

**Bid:**

**Facility Locations**

Cumberland Estates Recreation Center Cost: \$\_\_\_\_\_

Cecil Webb Recreation Center Cost: \$\_\_\_\_\_

Dr. E. V. Davidson Recreation Center Cost: \$\_\_\_\_\_

**Total Cost:** \$\_\_\_\_\_

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: \_\_\_\_\_

# ATHLETIC FLOORING AND RESILIENT FLOORING BID

## PROJECT LOCATIONS

1. Cumberland Estates Recreation Center (4529 Silver Hill Drive, Knoxville)
2. Cecil Webb Recreation Center (953 E. Moody Avenue, Knoxville)
3. Dr. EV Davidson Recreation Center (3124 Wilson Avenue, Knoxville)

## SCOPE

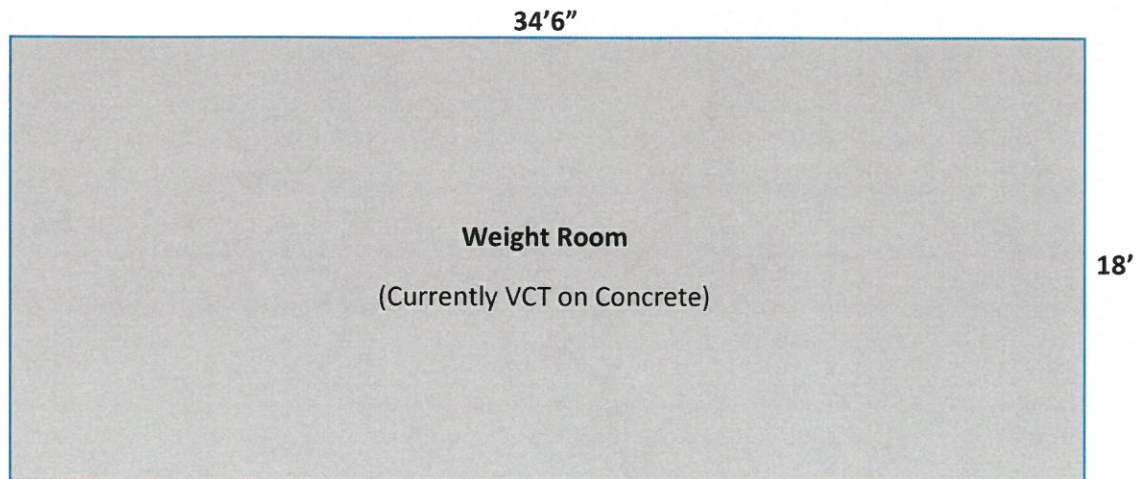
Bid is for flooring upgrades at three different sites. Contractor shall furnish all labor, materials, tools and equipment necessary to remove all existing flooring, associated adhesives/hardware, and contractor shall install new resilient athletic flooring/wall base and prefabricated rubber tile sports surface flooring/wall base as indicated on the drawings and/or specified herein. Any existing exercise equipment will be removed by City of Knoxville, and any tables, chairs and other items shall be removed by the contractor. Contractor to verify measurements and existing flooring types.

## SITE DRAWINGS

### Site #1

### Cumberland Estates

Weight Room shall receive PowerDek Fleck high impact rubber flooring 8mm tile or "approved equal"

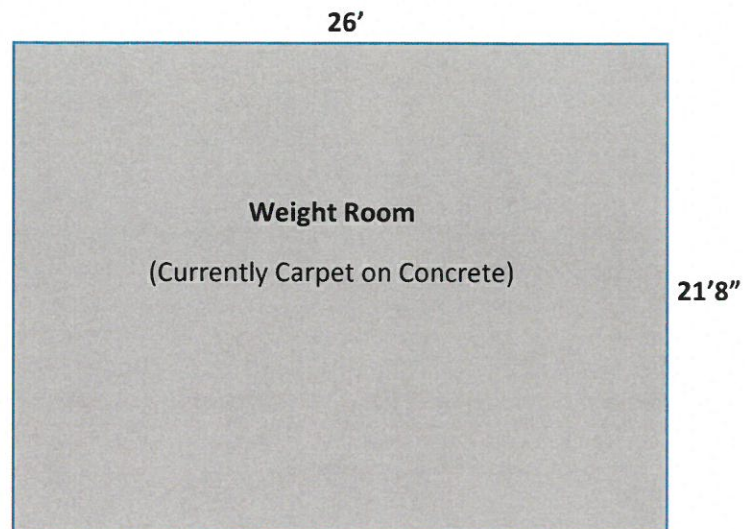




**Site #3**

**Cecil Webb**

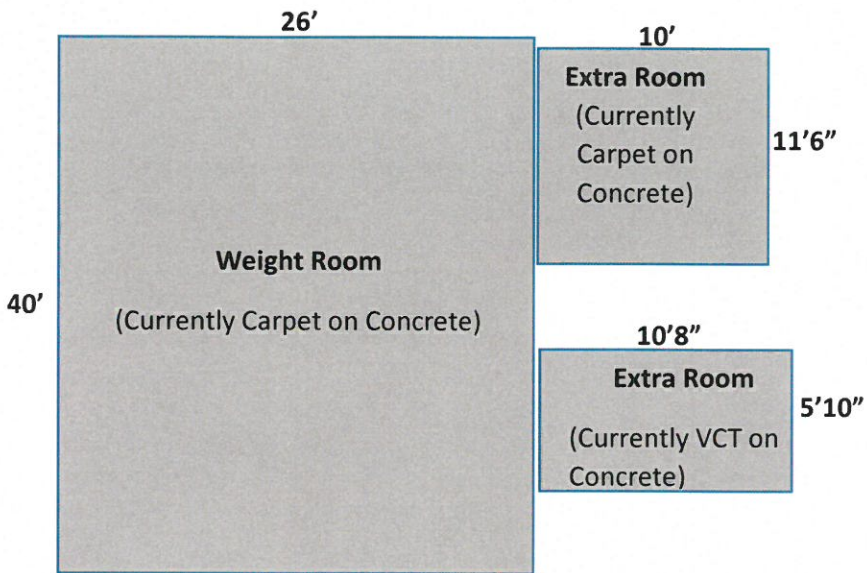
Weight room shall receive PowerDek Fleck high impact rubber flooring 8mm tile or “approved equal”



**Site #3**

**E V Davidson**

Weight Room and Extra Room's listed below shall receive PowerDek Fleck high impact rubber flooring 8mm tile or "approved equal".



Multipurpose room shall receive Resilient Taraflex Multi-Use 6.2 flooring or "approved equal".

