

**CITY OF KNOXVILLE
INVITATION TO BID**

Gym/Dance Studio Floor Maintenance

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Division 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 November 26, 2019, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable. Bids shall only be considered from companies that have an established reputation in the sports flooring field and have been in continuous business for a minimum of three years. All bidders shall provide three recent references for similar work completed.

The City of Knoxville is seeking bids for floor maintenance of nine sites located within the City limits. Please refer to the scope of work and site locations outlined below. The City intends to award a contract for one year with two optional one-year renewals.

The winning bidder shall be determined by the lowest combination of the SCREEN AND REFINISH PROCEDURE, TACK PROCEDURE, and SAND, SEAL, PAINT, AND REFINISH PROCEDURE square foot prices stated in the bid documents. Pricing for games line maintenance and damaged floor maintenance shall be considered optional services and priced as such. The City reserves the right to exercise the options on an as-needed basis at the bid prices for the term of the contract and makes no guarantee as to the number of times such optional services may or may not be needed.

Site Locations	Area	Address
Cecil Webb Recreation Center	5,369 sq.ft.	923 Baker Avenue
Deane Hill Recreation Center	5,096 sq.ft.	7400 Deane Hill Drive
Cal Johnson Recreation Center	5,655 sq.ft.	507 Hall of Fame Drive
Cumberland Estates Center	5,460 sq.ft.	4529 Silver Hill Road
Christenberry Center	7,030 sq.ft.	931 Oglewood Avenue
EV Davidson Center	5,940 sq.ft.	3124 Wilson Avenue
Milton Roberts Center	5,290 sq.ft.	5900 Asheville Highway
Richard Leake Center	2,750 sq.ft.	3511 Alice Bell Road
South Knoxville Community Center	5,015 sq.ft.	522 Old Maryville Pike

SPECIFICATIONS

Prior to performing any procedures listed below, the contractor shall prepare the floor by folding away bleachers and removing all items, furniture, and debris from the floor. The contractor is responsible for post procedure clean-up to include, but not limited to, the bleachers and all areas where dust or other debris collects.

SCREEN AND REFINISH PROCEDURE

This City expects this procedure to be performed annually per site. Contractor shall remove any tape or tape residue from the floor and clean the floor with undiluted PoloPlaz Tie Tack (or

Maple Floor Manufacturer Association (MFMA) pre-approved equal) per manufacturer instructions. Screen the entire floor with a 120-grit screen, changing as necessary. The floor is properly screened when it is thoroughly de-glossed. A maroon pad shall be used after screening to reduce the presence of any swirl marks that might show up in the finish coats. Ensure any bubbles or imperfections in the old layer are removed during the screening process; use light sanding or scraping as needed. Vacuum the floor thoroughly and clean peripheral dust. Using only water and clean towels, tack multiple times until the entire floor is clean. Dark towels are recommended to see dirt collected from the floor. Allow the floor to dry completely after tacking. Touch up all court lines with matching colors using PoloPlaz Fast Break Paint or MFMA-preapproved equal, as necessary.

Contractor shall refinish the floor by applying one coat of PoloPlaz World Class 450 oil-based gym floor finish or MFMA-preapproved equal per manufacturer instructions. Floor finish product shall be rated to allow light traffic in one day and normal traffic in three days to meet the City programming needs. Inspect for bad spots; repair/refinish same as necessary.

The contractor is responsible for performing the screen and refinish overnight to allow light traffic the following day. Typically, the screen and refinish work shall be scheduled during the fall.

Special Notice - In order to meet the City programming constraints, the Screen and Refinish Procedure shall be performed during the Knox County school system winter break in December. This time period typically starts before Christmas Eve and ends after January 1st. The break typically lasts a minimum of 10 days. Each gym will need to be ready for play January 2nd unless otherwise approved by the City. The contractor shall be responsible for a construction clean up after the sand, seal, and refinish procedure is complete; this would include the bleachers, all areas where dust or other debris collects, and any areas nearby as a result.

TACK PROCEDURE

The City expects this procedure to be performed on an as-needed basis. The contractor shall perform the procedure overnight, and the gym shall be ready for use the following morning. Contractor shall tack floor with Tie Tack PoloPlaz (or MFMA pre- approved equal) per manufacturer instructions. The contractor shall clean the floor with fresh towels until entire floor is tacked. If floor still appears dirty upon completion, the contractor shall repeat the process.

SAND, SEAL, PAINT, AND REFINISH PROCEDURE

The City expects this procedure to be performed at a single site annually. The contractor shall machine and hand sand the entire gym floor as necessary to remove all existing game lines and finishes, and to achieve a smooth floor surface. Contractor must use a minimum of three sanding cuts and three grits of sand paper. The contractor shall tack and vacuum the floor between each sanding. The floor must be sanded until it is uniformly dull using the latest industry gym floor sanding standards, including cross cut sanding. Floors with many layers of finish may need additional cuts to remove all excess material. The contractor shall use an edge sander for areas of the gym floor where the drum sander will not reach and a hand scraper for areas of the gym floor where the edge sander will not reach. The contractor shall perform the final screen of the raw wood with 120 or 150 grit sand paper. Sweep, vacuum, and then tack raw wood with 100% virgin mineral spirits until floor is clean. Allow floor to completely dry.

The contractor shall refinish the gym floor as follows: Apply first coat of PoloPlaz World Class Seal (or MFMA-preapproved equal) per manufacturer instructions and allow to dry overnight. Apply second coat of same sealer and allow to dry overnight. Screen sealer with used 120 or new 150 grit. Sweep, vacuum, and then tack thoroughly with water or 100% virgin mineral spirits. Allow to dry for twenty minutes and then paint game lines with PoloPlaz Fast Break Paint (or MFMA preapproved equal) per specifications stated in GAME LINES MAINTENANCE section. Allow the final coat of paint to dry for 24 hours before top coating.

Screen game lines with used 120 or new 150 grit screens. Handheld sanding devices can be used or abrade by hand with a 150 grit screen, maroon pads should not be used. For proper abrasion, all paint must be completely de-glossed. Sweep, vacuum, and then tack all game lines with water. Allow floor to completely dry.

Apply first coat of PoloPlaz World Class or MFMA preapproved equal. Allow to dry overnight. If within 24 hours, the second coat of finish may be applied without abrading the first coat. High temperatures and low humidity will shrink the 24-hour window. If abrasion is needed within 24 hours, screen with used 150 grit screen or maroon pad. If longer than 24 hours, a used 120 or new 150 grit screen may be needed. Job site to be completely cleaned and all debris/litter associated with job shall be removed.

OPTION PRICING

GAME LINES MAINTENANCE

The City does not have a defined demand for changing the court game lines or repairing the damaged game lines; therefore, maintenance is expected to be performed on an as-needed basis. **Please note, the contractor shall be responsible for painting game lines as stated in the SAND, SEAL, PAINT, AND REFINISH procedure, and the bid price for said procedure shall include the painting of game lines.** The contractor shall use PoloPlaz Fast Break Paint (or MFMA preapproved equal) for all paint lines and apply the paint in such a way to produce clean lines with sharp edges. In places where the game lines cross, the contractor shall break minor game line at intersections and will not overlap lines. Prior to starting the line painting process, the contractor shall provide an electronic format of the game line design/layout and color, per job and have the said design/layout approved by a City representative. Typical sports lines and colors are Green - Pickleball, Red -Volleyball, Black - Basketball, Gray for additional 10ft/12ft free throw lines, and Beige - Cross Court basketball. Occasionally, game lines requests will include removing old temporary tape lines and painting permanent lines. Caution shall be used when removing temporary tape lines to minimize floor finish damage. All court lines shall meet the requirements of the appropriate athletic associations, as determined by the City. Any temporary game lines requested by the City shall be water-based white colored Crayola Tempera paint (or approved equal); taped lines shall not be used.

REPLACE DAMAGED FLOORING AND SUB-FLOORING

The City does not have a defined demand for this procedure, therefore, this procedure is expected to be performed on an as needed basis. The contractor shall remove damaged flooring and any damaged subflooring as determined by the City. Any nearby areas shall be sanded as necessary to remove existing game lines and finishes for blending purposes. The contractor shall replace any damaged subflooring with the existing grade subfloor and replace and match original flooring with an MFMA-approved wood flooring. The new area shall be blended in a uniform pattern and stained, as needed, to be as close as possible with the original floor color. Finish the floor following the instructions provided in the SAND, SEAL, and REFINISH section, repaint all affected game lines to match original lines, utilizing the instructions provided in the

GAME LINES PAINTING section.

QUALITY ASSURANCE

- Contractor is responsible for working overnight to complete the procedures, as determined by the City.
- Contractor shall contact the City representative to schedule the annual work 6 months in advance (when time allows) per the date range specified for each procedure. Additional procedures will be scheduled as needed.
- Contractor is responsible for picking up and returning access keys to the Parks and Recreation office located at 5930 Lyons View Pike between the hours of 7:30 a.m. - 4:30 p.m., Monday thru Friday. Temporary alarm codes will be provided as needed. All keys shall be mailed back to Parks and Recreation within 24 hours after the job is completed or returned to 5930 Lyons View Pike.
- Contractor is responsible for securing the building and setting the alarm system.
- Contractor shall have a technician onsite within 36 hours to remedy any reported workmanship deficiencies.
- Prior to commencing any of the procedures, the Contractor shall provide temporary signage at all entry points detailing the work being performed. The sign shall provide an expected date/time to be able to enter the floor, the company logo, and a company phone number. The signs shall on 8.5" x 11" size paper and temporarily taped near all entrance areas.
- Contractor shall install caution tape in an "X" pattern across each entry point to prevent entrance onto the wet finish. Proper care must be taken to avoid splash-up on equipment, walls, and/or baseboards when applying finish.
- All materials and products shall be approved by the Maple Floor Manufacturer Association (MFMA).

Warranty: Materials and labor to have a minimum one-year warranty against finish peeling; contractor shall completely refinish the floor if peeling occurs within the warranty period.

Liquidated Damages

The City and the contractor mutually agree response time compliance and performance compliance are critical and failure to provide service in accordance with this Agreement is a detriment to City services and the public. Therefore, the contractor agrees to credit the City for deficiencies not remedied or for failure to complete work as assigned or designated in the specifications, in accordance with the following schedule of liquidated damages. These sums are fixed and agreed upon, not as a penalty, but because the parties agree that the actual loss to the City and to the public caused by the omission of work or substandard performance is impractical and extremely difficult to ascertain. Subsequent failures or omissions during any two (2) month period will result in assessment of repeat occurrence liquidated damage charges, as indicated in the table below, to cover the cost increases associated with resolution of repeated problems.

Any amount deducted that is greater than the amount billed on any given invoice shall become a credit to the City applicable to any other amounts due to the contractor.

DEFICIENCY	CHARGE FOR FIRST OCCURRENCE	CHARGE FOR REPEAT OCCURENCES
A. Failure to perform tasks and related activities per specifications and failure to rectify within one (1) week from the date and time the notice was sent by the City or within the mutually agreed upon time frame	\$25	\$50
B. Failure to properly lock the building	\$50	\$75
C. Lost key replacement	\$10/key	\$15/key
D. Lock Change or re-key required due to Contractor's loss of keys	\$25/lock	\$35/lock
E. Use of chemicals not subjected to approval. Also, misuse or improper handling, storage, or disposal (including labeling) of these items	\$25	\$50

The City will email a deficiency report to the designated supervisor the day the deficiency is reported.

Contractor will be required to email the notice to the City's Contract Manager indicating the deficiency has been rectified. The City will inspect and determine if the deficiency was rectified to the City's satisfaction and in accordance with the agreement requirements.

Prospective bidders may arrange to visit the listed locations in order to make their own measurements, or they may accept the City's measurements. Bidders may contact Penny Owens at (865) 215-2063 or powens@knoxvilletn.gov to make arrangements.

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. Child Crime Affidavit (if applicable)
3. Non-Collusion Affidavit
4. Drug-Free Workplace Affidavit (for Construction services)
5. Iran Divestment Act Certification of Noninclusion
6. Diversity Business Enterprise (DBE) Program form

GENERAL INFORMATION

1. Sealed bids will be received by the Purchasing Division of the City of Knoxville in Room 667-674, City/County Building, 400 Main Avenue, Knoxville, Tennessee until **Tuesday, November 26, 2019, 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 through the City of Knoxville's online Vendor Registration system. 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. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the bidder intends to use subcontractors and/or suppliers from one of the defined groups. Bidders are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.
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 Division; 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: "Gym/Dance Studio Floor Maintenance."

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 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.
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. Bids will be evaluated by unit price.
14. 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.
15. 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.
16. Bidders must provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.
17. 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.
18. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.
19. 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.

20. 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.
21. 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 Penny Owens, Assistant Purchasing Agent for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at powens@knoxvilletn.gov. To be given consideration, such requests/questions must be received at least five (5) business days prior to the date fixed for the opening of bids. 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/bids. 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.
22. 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.
23. 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.
24. 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 Division specifying such failure.
25. 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.
26. 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.

27. 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.
28. 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.
29. 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.

30. The successful proposer 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 Division
City of Knoxville
Suite 667-674
City/County Building
400 Main Street
Knoxville, TN 37902

Having carefully examined the specifications entitled "Gym/Dance Studio Floor Maintenance" to open on November 26, 2019, 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 stated for the following sum:

The winning bidder shall be determined by the lowest combination of the three procedures.

SCREEN and REFINISH per square foot: _____

SAND, SEAL, PAINT and REFINISH (includes game lines painting) per square foot:

\$ _____

TACK PROCEDURE per square foot: \$ _____

OPTION PRICING:

GAME LINES MAINTENANCE (for all requests not related to SAND, SEAL, PAINT and REFINISH)

Basketball lines per court: \$ _____

Cross-Court Basketball lines per court: \$ _____

Volleyball lines per court: \$ _____

Pickleball lines per court: \$ _____

Misc. lines per linear foot: \$ _____ (special request)

REPLACE DAMAGED FLOOR and SUBFLOORING

*Bid price includes repainting game lines, demo, prep work, and all materials and labor for seal & refinish work.

Price to replace wood flooring per square foot \$_____

Price to replace subfloor per square foot \$_____

Firm Name: _____

Official Address: _____

DUNS #: _____

Business License Expiration Date: _____

(By)

(Name Typed)

(Title)

Date _____

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/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.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 2020 goal is to conduct 4.82% of its business with minority-owned businesses, 10.73% of its business with woman-owned businesses, and 33.94% 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: _____