

**CITY OF KNOXVILLE
INVITATION TO BID**

Event Equipment Rental and Related Services

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 February 14, 2019**, at which time they will be opened and publicly read aloud and a contract awarded as soon as practical thereafter.

The City of Knoxville is requesting bids from responsive and responsible firms for the rental of event equipment and related services. The City of Knoxville intends to establish a firm fixed price agreement with one or more vendors who specialize in tent, table, and chair rentals; awarded vendor(s) shall also supply inflatables, linens, and other associated equipment for City events. The awarded contracts/blanket purchase orders shall be for a one (1) year term with two (2) optional one-year renewals at the same terms and conditions, and upon mutual consent of both the City and the Contractor. **The awarded contracts/blanket agreements shall be available for use by all City of Knoxville departments and shall not be limited to the Department of Special Events.** The contractor shall perform all work in accordance with the specifications listed below.

SCOPE OF SERVICE:

The City of Knoxville's Department of Special Events plans, coordinates, and oversees approximately 12 events per year that require the rental of special equipment, such as tents, tables, and chairs and other associated equipment/items. Some, but not all, events require special lighting, inflatables, and/or linens. Language in the requirements following herein shall refer to a single "contractor" with the understanding that, in the event that more than one contract is awarded, each awardee shall comply with the requirements listed in full. The list of events within this document is to serve as a basis for planning. These events are not guaranteed and are subject to change. Additionally, any contract(s) awarded as a result of this Invitation to Bid shall be available for use by any City department for events through the term of the contract and any renewals of said contract. Examples of additional events that may require such rentals are summer camps, open houses, public meetings, grand openings, ribbon cutting ceremonies, department challenges, heavy equipment rodeos, conference hosting events, or any other event sponsored by a City of Knoxville department that may develop on either a "once only" or an annual basis.

1. All equipment shall be in clean, excellent condition and in good working order. Rental equipment is for public use and must represent a positive image for the City of Knoxville.
2. Pricing submitted shall be "turn key" events and shall include all costs of delivery, setup, teardown, and associated costs.
3. The contractor shall provide equipment in the sizes and quantities listed on the attached pricing sheet. The City of Knoxville makes no representation or guarantee that equipment will be requested for all or any of the events listed.
4. The contractor shall provide all labor, materials, equipment, and supplies required for services in a safe and legal manner.
5. Contractor's representative shall attend all City pre-event planning meetings.
6. The contractor shall have a trained and competent representative physically present on the event site during delivery, set up, tear down, and removal of equipment; furthermore,

- a trained and competent representative shall be “on call” and available 24 hours per day, seven days per week, for the week preceding the event and on the date(s) of the event.
7. To be considered for award, bidders shall guarantee a 90-minute response time for emergency equipment changes/substitutions. Contractor shall provide adequate trained staff for such emergency equipment changes/substitutions.
 8. Contractor shall have adequate air dryers, vacuums, inventory, and resources to respond quickly, professionally, efficiently, and effectively should changes/substitutions be required.
 9. All linens, tents, tent sides, chairs, and linens shall be clean, colorful, bright, and in excellent condition. Risers shall be in good repair and working order and shall be professionally installed so as to avoid personal injury.
 10. All outdoor tents shall be constructed of fire resistant materials.
 11. All stakes, if used, shall have protective caps; all stake holes shall be filled upon removal with a filler of the same material in which the stake was placed.
 12. All tents shall be cleaned after installation and immediately prior to the event.
 13. Equipment shall be inspected by the contractor and a City representative prior to the event; the contractor shall correct, repair, replace, or otherwise remedy any defects, tears, and other noted deficiencies.
 14. All deliveries and removals shall be coordinated with City representatives.
 15. Contractor shall provide adequate staffing to operate bounce houses/inflatables; staff shall remain with the bounce houses/inflatables to monitor their safe operation for the duration of the event.
 16. Bounce houses/inflatables shall be in good working order with no rips, tears, or worn areas; they must be bright, clean, and free of any visible mold or mildew. Bounce houses/inflatables with mildew/mold odor shall be unacceptable to the City, even in the absence of visible mold or mildew.
 17. Bounce houses may not be used during rain. If wind becomes excessive (20 mph), all bouncers must be removed and bounce house shall be deflated.
 18. If anchors become loose during operation of bounce houses/inflatables, activity shall cease immediately until anchors have been securely replaced.
 19. All laws, standards, and industry safe practices shall be followed at all times of bounce houses/inflatables operation.

BID SUBMISSION REQUIREMENTS

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

1. Bid Form showing bidder’s name, address, quoted prices, 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
3. Non-Collusion Affidavit
4. Iran Divestment Act Certification of Noninclusion
5. 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 **Monday**,

February 14, 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 by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Bid submissions from un-registered bidders may be rejected.**
4. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The fully executed and notarized affidavit must be submitted with the sealed bid.
5. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
6. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
7. Each bid must be submitted in a sealed envelope, addressed to the Purchasing 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: **"Event Equipment Rental and Related Services."**
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. 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.
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 **Julie Smith Maxwell, Procurement Specialist** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at jmaxwell@knoxvilletn.gov. To be given consideration, such requests/questions must be received by end of business day **February 7, 2019**. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/purchasing. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
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. 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>.
24. 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.
25. 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.

26. 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.
27. 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.
28. 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.
29. 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.
30. 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 one million dollars (\$1,000,000) 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 two million dollars (\$2,000,000).

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.
- E. 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.
31. 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 Division
City of Knoxville
City/County Building
400 Main Street, Suite 667
Knoxville, TN 37902

Having carefully examined the specifications entitled “**Event Equipment Rental and Related Services**” to open on **February 14, 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, equipment, delivery, and services to do the work as specified for the following amounts:

Bid:

Pricing shall be provided on “**PRICING FOR SCHEDULED EVENTS**” form. Vendors are encouraged to also provide a list of equipment items and pricing for any related inventory available. Such a list will assist City departments with future event planning and shall become part of the subsequent contract as available rental equipment.

Firm Name: _____ Date: _____

Official Address: _____

DUNS #: _____

(By)

(Name Typed)

(Title)

Email _____

Phone _____

**City of Knoxville
Event Equipment Rentals
and Related Services**

PRICING FOR SCHEDULED EVENTS

Quantities are based on previous events and subject to change. Tent pricing to include appropriate staking and weighting. Specified brands are for reference only. All quoted pricing shall include all costs of delivery, set up, and take down.

Event (Quantity)	Rates			Per Each Pricing Cost of Extra Items Added/Subtracted
	Daily	Weekly	Monthly	
EMPLOYEE BENEFITS FAIR				ex: single 6' table - \$x.xx
(1) 50' x 110' white tent				
(45) 6' tables				
(210) Samsonite folding chairs				
(45) Kwik table covers				
VETERAN'S DAY PARADE				
(12) 4' x 4' risers and legs for 12' x 16' platform, 16" in height, including legs and (1) step				
(9) 4' riser safety rails for rear of stage				
(3) 13' black skirts				
(20) black folding garden chairs				
HOLIDAYS ON ICE				
(15) 56 watt chrome lights				
(1) 10' x 20' white tent				
(1) 20' x 20' white tent				
(1) 40' x 50' white tent				
(1) 40' x 140' white tent <i>*Not anticipated for use in first year of contract</i>				
(3) 8' x 20' cathedral w/2 windows <i>*Not anticipated for use in first year of contract</i>				
(3) chandeliers sized to fit 15' x 30' tent <i>*Not anticipated for use in first year of contract</i>				
(2) 10' x 20' solid sides <i>*Not anticipated for first year of contract</i>				
(1) 10' x 10' white tent <i>*Not anticipated for use in first year of contract</i>				
(8) 8' x 20' solid sides <i>*Not anticipated for use in first year of contract</i>				
(2) 15' x 15' white tent <i>*Not anticipated for use in first year of contract</i>				
(1) 15' x 30' white "academy" tent				

<i>*Not anticipated for use in first year of contract</i>				
(800) white icicle lights <i>*Not anticipated for use in first year of contract</i>				
(1) 15' gutter <i>*Not anticipated for use in first year of contract</i>				
CELEBRATION OF LIGHTS				
(10) 10' x 10' red tents				
(10) 10' x 10' green tents				
(2) 10' x 20' white tents				
(10) 20' x 40' red tents				
(58) 7' x 20' solid sides <i>*Not anticipated for use in first year of contract</i>				
(23) clamp-on 60 watt lights				
(880) White icicle lights for perimeter of 22 tents				
(14) chrome stanchions <i>*Not anticipated for use in first year of contract</i>				
(13) 7' black rope for stanchions <i>*Not anticipated for use in first year of contract</i>				
(4) 90" x 156" red tablecloths				
(90) 4' x 4' wood risers and legs totaling 36' x 40' x 30" high				
(2) steps to riser				
(28) 4' safety rails				
(9) 13" black stage skirting with adequate riser clips				
(3) patio heaters				
(3) 20# propane tanks				
XFINITY CHRISTMAS AT CHILHOWEE				
(2) 10' x 10' green tents				
(1) 10' x 10' red tent				
(360) white icicle lights				
(4) 10' x 20' white tents				
White icicle lights for perimeter of 5 tents				
(7) 60 watt clamp-on lights				
(3) 7' X 20' sides				
(4) 30 x 9 red Kwik covers				
(4) patio heaters				
(4) 20# propane tank				
(6) 7.5' retractable stanchions <i>*Not anticipated for use in first year of contract</i>				
EMPLOYEE APPRECIATION				
(200) napkins (color varies per theme)				
(17) table markers (table stands)				

(5) 13' white skirts with adequate skirt clips				
(2) 21' white skirts with adequate skirt clips				
(2) 8' white skirts with adequate skirt clips				
(25) table white linens for 60" round tables				
STATE OF THE CITY ADDRESS				
(1) 80' x 120' Genesis Twin CP tent				
(1) 50' x 150' white tent				
(1) 15' x 15' white tent				
(2) 10' x 10' white tents				
(4) 8' x 20' solid sides				
(70) 60" round tables				
(70) 108" white tablecloths				
(735) white Samsonite folding chairs				
(4) 8' food tables				
(4) 90" x 156" white linens				
(2) 72" x 72" lime linens				
(5) 4' x 8' Wenger risers and legs, for total platform of 8'x16' plus 4' x 8' media riser), with (2) steps				
(3) 13' black skirt with adequate riser clips				
(1) 6' table				
(1) 90" x 132" white tablecloth				
(70) table markers				
(2) 17' black table skirts				
(35) lime chair ties				
(35) cornflower blue chair ties				
(300) portafloor, totaling 10' x 30' floor <i>*Not anticipated for use in first year of contract</i>				
FESTIVAL ON THE FOURTH				
(9) 4' x 4" risers with legs				
(10) 8' tables				
(1) 15' x 15' tent				
(3) 10' x 10' white tents				
(3) 7' x 20' sides for tent				
(10) 10' x 10' red vendor tents				
(10) 10' x 10' blue vendor tents				
(212) black Samsonite folding chairs				
(10) 10' x 20' white tents				
(4) 20' x 20' blue tents				
(1) 20' x 30' white tent				
(8) 8' x 20' solid sides				
(12) 30" x 96" red gingham Kwik covers				
(12) 30" x 96" blue gingham Kwik covers				

(3) 90 x 156" linens (one red, one white, & one blue)				
(1) Inflatable obstacle course, including labor to operate/run				
(1) 9-hole miniature golf course, including labor to operate/run				
ADDITIONAL COSTS				
50' extension cord, each				
100' extension cord, each				
2' box fan, each				
42" white event fan, each				
#20 propane tank, each				
Standard pedestal fan, each				
Porta-Cool air conditioner, each				

Pricing listed in the last column, labeled "Per Each Pricing" shall be used as the firm, fixed price for the Special Events Department and all other City Departments to utilize during the term of this agreement and any subsequent renewals. Additionally, any provided list of equipment items and pricing for any related inventory available for the Contractor shall be added to awarded contract for the term of this agreement and any subsequent renewals.

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: _____

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: _____

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 2018 goal is to conduct 3.06% of its business with minority-owned businesses, 10.03% of its business with woman-owned businesses, and 38.71% 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: _____