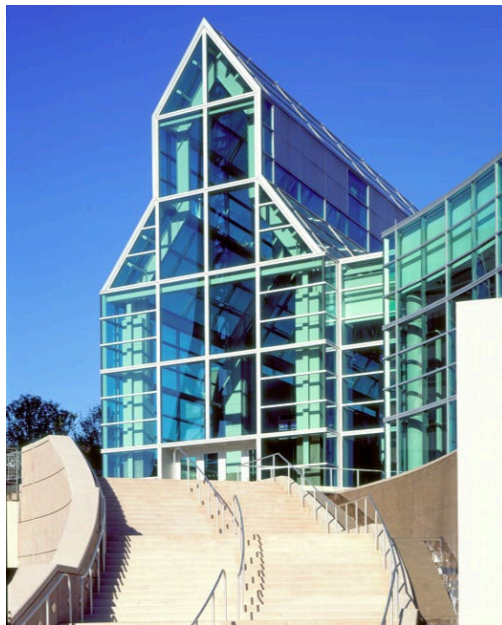


**ASM KNOXVILLE  
KNOXVILLE CONVENTION CENTER / CHILHOWEE PARK  
REQUEST FOR PROPOSAL**

**Security, Marshaling, and Crowd Control at  
The Knoxville Convention Center and Chilhowee Park**

**PROPOSAL DUE: April 21, 2023 by 4pm**



**Informational Contact:**

**Jason Bourgoyne  
Director of Operations  
701 Henley Street  
Knoxville, TN 37902  
Phone: 865-251-6007  
Email: [Jason.Bourgoyne@asmknoxville.com](mailto:Jason.Bourgoyne@asmknoxville.com)**

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## **Knoxville Convention Center**

### **Instructions to Respondents**

#### **ARTICLE 1** **DEFINITIONS**

- 1.1** Request for Proposal (RFP) consists of Articles 1 through 10 herein.
- 1.2** A “Response” is a complete and properly signed proposal to do the Work as stipulated herein, submitted in accordance with the RFP.
- 1.3** A “Respondent” or “bidder” is a person or entity who submits a Response.
- 1.4** “Financial Terms” means the amount of compensation to be received by Respondent as evidenced by the Contract Documents, during the contract time.
- 1.5** “Work” is the services to be performed by the successful Respondent as outlined in General Requirements.
- 1.6** The work is to be performed at the Knoxville Convention Center, located at 701 Henley St., Knoxville, TN 37902 and/or Chilhowee Park, located at 3301 East Magnolia Avenue, Knoxville, TN 37914
- 1.7** “Event” is the period of time during which the Knoxville Convention Center is occupied by licensees.
- 1.8** “Vendor” is the organization with whom Facility contracts to provide Security Services at the Knoxville Convention Center.
- 1.9** Contract Time of this bid shall be for two (2) years commencing from the date of acceptance.

- 2.0** "Contract" is an agreement between two or more people. It is written and enforceable by law.
- 2.1** ASM Knoxville is the organization with whom the City of Knoxville has contracted to provide management of the Knoxville Convention Center and Chilhowee Park.
- 2.2** "Security Manager" is the individual, on contractor staff, determined by contractor to have ultimate authority over contractor personnel and policies at the Knoxville Convention Center and Chilhowee Park.

**ARTICLE 2**  
**CRITICAL DATES**

- 2.1** The last day for submission of Proposals is at **2:00pm** prevailing time on Friday, April 21, 2023.
- 2.2** A Pre-Bidding session for Security Services is scheduled for, *Wednesday, April 12, 2023 at the Knoxville Convention Center, 701 Henley St., Knoxville, Tn 37902 at 1:00pm. The tour of Chilhowee Park will be immediately after.* On this day each representative will have the opportunity to tour the center. This will be the only opportunity to tour the center.

**ARTICLE 3**  
**CONSIDERATION OF RESPONSES**

**3.1 Opening of Responses –**

3.1 A. The properly identified Responses received on time will be acknowledged via e-mail.

3.1 B. To be considered for the award, a Respondent must be experienced and regularly in the business of providing the Scope of Services required by this RFP and have a business phone and be available for consultations.

3.1 C. Minimum experience qualifications, as set forth in Article 6, are required to submit a proposal.

**3.2 Rejection of Responses -**

3.2 A. Facility shall have the right to reject any or all Responses, reject a Response not accompanied by the data required by the RFP, or reject a Response which is in any way incomplete or irregular as determined solely by Facility.

**3.3 Acceptance of Response -**

3.3 A. It is the intent of Facility to award a contract to the qualified and responsive respondent submitting the response which is in the financial and operational interest of the ASM Knoxville, provided the Response has been submitted in accordance with the requirements of the RFP. Facility shall have the right to accept the response which, in Facility's judgment, is in the ASM Knoxville's best interests.

3.3 B. Following the evaluation of written proposals, respondent(s) may be requested to offer oral presentation to Facility. Failure to comply with such a request will disqualify Respondent from consideration.

**3.4 Time of Award –**

3.4 A. Responses will be irrevocable for 60 days from the date of opening. It is the intent of Facility to enter into contract negotiations with the Respondent under consideration for the provision of first class Security Services of the highest quality obtainable.

3.4 B. This RFP does not commit Facility to the awarding of a Contract.

3.4 C. Facility will not be liable for any costs incurred in the preparation and presentation of the Response.

**ARTICLE 4**  
**EVALUATION CRITERIA**

4.1.1 The successful Respondent shall be determined by the following criteria:

4.1 A. Respondents must demonstrate the ability to provide the Work specified by furnishing information regarding its expertise, experience, financial soundness and integrity.

4.1 B. Respondents and their personnel must demonstrate an understanding of the Work required and be able to dedicate sufficient time to be able to complete the Work required.

4.1 C. Respondents must demonstrate that jobs of similar scope and / or magnitude have been successfully maintained, and should have three years of experience in crowd management of similar venues and events.

4.1 D. The financial terms shall not be the sole criteria of the selection, but shall give weight in determining which Response is the most beneficial to the ASM Knoxville.

## **ARTICLE 5** **PROCEDURES**

5.1 Responses must include the following:

5.1 A. Company History/Qualifications – Provide a detailed history of Respondent and a statement of qualifications including a description of comparable services provided for comparable projects, including dates.

- a) Statement of qualifications should detail experience of individual managers. A statement of qualifications should detail experience of the firm itself, including references to 1) 24-hour building security, and 2) Event Security in any convention center, arena, or event center 3) Parking and/or traffic services.

5.1 B. Financial Qualifications – Provide evidence that Respondent has the financial ability to perform the Work. Respondent must provide their last two (2) financial statements. In the case of a subsidiary, statements must be on the operating entity.

Respondent must meet the minimum insurance requirements set forth in Article 8.

5.1 C. All Responses shall be typewritten without erasures or deletions.

5.1 D. Each copy of the Responses shall include the legal name of the Respondent and a statement identifying the Respondent as a sole proprietor, partnership, corporation or other legal entity as appropriate. Each copy shall be signed by the person or persons legally authorized to bind the Respondent to a contract. A Response by a corporation shall further give the state of incorporation and whether the Respondent is qualified to do business in Knoxville Tennessee. A Response submitted by an agent shall have a current power of authority to bind the Respondent.

## **ARTICLE 6** **LENGTH OF CONTRACT**

6.1.1 The Contract under which these privileges shall be granted will be for a term of two (2) years. At the conclusion of this two (2) year term, an option to renew this contract will be exercised by an agreement of Facility and the Contractor. Facility shall reserve the right to terminate this Contract, on thirty (30) days written notice, without penalty.

**AGENCY OF ASM Global** – All bidders are hereby on notice that ASM Global (Called ASM Knoxville) has been obtained by The City of Knoxville, pursuant to a contract between The City of Knoxville, and ASM Global for professional management services. ASM Global has full power and authority to act on behalf of The City of Knoxville, as its' agent in all matters involving management, supervision, operation, maintenance, security, purchases, and any other contracts between The City of Knoxville, and Bidder relating to the Knoxville Convention Center and Chilhowee Park.



**ARTICLE 7**  
**SCOPE OF WORK**

7.1 Respondents must currently be involved in the business of providing security, crowd management and all related services. Respondent must agree to provide specific security, marshaling, and crowd management services to Facility utilizing well trained, guard carded professional and courteous security personnel and supervisors capable of providing all phases of these services in and about the centers premises.

7.2.1 All categories within this General Requirements section are subject to change. Attendance forecasts and event needs, as determined by Facility, will dictate the ASM Knoxville's security staffing levels throughout the length of this service contract.

**7.3 Summary of Work**

7.3 A. The work provided by the terms and conditions of this Contract shall include all of the terms and conditions of this hereinafter in the Specifications.

7.3 B. Without any intention of limiting the work but solely for the convenience of the contract, this work generally includes the following items of security work:

- a) Watchman and security guard services twenty-four (24) hours per day.
- b) Marshaling services for events
- c) Crowd control and security responsibilities as determined by Facility for certain events.
- d) Parking lot guard

7.3 C. The Vendor is expected to issue to each guard, one copy of the security company's general orders.

7.3 D. Unless otherwise stated herein, the Contractor shall provide all the necessary labor, materials and equipment to completely execute the work herein specified including, but not limited to uniforms. All uniforms and equipment to be used during this agreement must be approved by Facility prior to being used for Work.

**7.4 Items provided by ASM Knoxville.**

7.4 A. Items which are directly related to the work of this Contract provided by ASM Knoxville are:

- a) Shared event check-in area.
- b) Keys, as required for the execution of work (one set only). Under no circumstances shall the security contractor or any of their employees have duplicate keys made. Keys remain on site. **Should duplicate keys be made or the original set lost, the penalty for doing so will be that the Contractor will be held responsible for all costs entailed in re-keying the building or specified areas as required.**

## 7.5 Quality Assurance –

7.5 A. It shall be the responsibility of the Contractor to keep legible and accurate daily records of work performed by the employees of the contractor as requested by Facility.

7.5 B. Contractor shall have a Security Supervisor who will meet with Facility prior to any ASM Knoxville event and be available to attend any meetings as requested by Facility.

## 7.6 Payment –

7.6 A. Weekly time sheets will be submitted to Facility indicating Knoxville Convention Center/Chilhowee Park events, etc. with a daily log of hours worked by each guard. A daily event sheet and other reports requested by Facility will be submitted following each event listing each guard, deployment, check-in and check-out times, and the number of hours worked during the event.

7.6 B. Estimated security expenses will be needed in writing within a reasonable time prior to events or as requested. When requested by Facility, expenses for special events or when requested are to be completed the day of the event and a bill submitted the same day. (Prior to the end of the concert/event). All services must be provided at straight time for all events. Straight time reflects no overtime other than holidays.

Rates for events that take place on national holidays will be negotiated between Facility and Contractor

## **7.7 Labor -**

7.7 A. Contractor will be responsible for the hiring and dismissing of any of its employees. However, authorized Facility representatives have the right to have any employee removed from the Facility. Contractor will be responsible for preparing all work schedules assuring that each post and shift, as specified by Facility, is manned.

7.7 B. Employees shall be uniformly dressed and clean and neat in appearance. All employees must display identification prominently and at all times while on the Center premises.

7.7 C. All employees shall be qualified and properly trained in the theory and practical application of security service and proper crowd management techniques. All employees shall be held to the highest standards of customer service in all interactions with patrons, guests, employees or any other person.

7.7 D. Facility has the right of approval of any and all contractor's employees.

7.7 E. Facility has the right to assign specific positions including supervisors.

7.7 F. Contractor employees must abide by the ASM Knoxville's employee handbook.

## **7.8 Licenses -**

7.8 A. Contractor shall be required to provide and maintain any permits and licenses required by law at its own expense.

## **7.9 Reports -**

7.9 A. Reports are to be submitted by the Contractor as follows:

- a) Daily security operational report.
- b) Copies of any guard dismissals or reprimands.
- c) Information report regarding any new hires for work on this contract.
- d) Copies of all incident reports.
  - i) Contractor will ensure that incident reports are completed on any unusual incidents occurring on Facility premises at any time.
  - ii) Contractor will ensure that a report is submitted on any and all injuries occurring in or on the premises of the Facility. Event and incident reports to be submitted by 11:00 am the next morning or as requested by Facility.
- e) Watchmen and security logs, reports and visitor registration reports to be submitted.
- f) Any other documentation as requested by Facility.

## **7.10 General Security Guard Services -**

7.10 A. The intent of these specifications is to provide Facility with a competent security service, not just watchmen service, through the use of competent, well trained personnel.

7.10 B. All security personnel and management providing services for ASM Knoxville will be exposed to the public in all phases of job descriptions. Therefore, Facility requires the following qualifications:

- Background on last five (5) years or as reasonably available including finger print check.
- No criminal background or any conviction involving moral turpitude.
- Must be a regular full or part time employee of the contractor.
- Must be fully bondable or already a bonded and licensed security guard.

- Must be able to verbally communicate in a clear, distinct and courteous manner.
- Must be able to write clear and accurate reports and be able to complete any and all types of reports.
- Must successfully complete the training as prescribed by the Contractor and approved by Facility.
- Must abide by ASM Knoxville's dress code which states no visible tattoos and hair color must be of a natural hair color.

7.10 C. All security personnel shall receive complete training and instructions, provided by the Contractor, in the areas of:

- Fire Safety, Prevention and Control
- Procedures in reporting emergency problems or situations.
- Search and detection of bombs.
- Crowd and traffic control.
- Minimum first aid and CPR mandatory.
- Training in Facility Crisis Management Plan.

Security personnel and supervisors training documentation, fingerprints, background checks or other employment information as provided or obtained by Contractor shall be made available to Facility upon request.

After acceptance of contract and placement of initial personnel each subsequent guard employed on the Facility premises will work one (1) shift or one (1) event with an experienced guard who has had previous experience on the job site. This on-the-job training is not chargeable to Facility.

Security Manager must meet all the above qualifications and be interviewed by a representative of Facility prior to assignment. Facility will have final approval of Security Manager. Security Manager should not be billed to the Facility and should be available to meet as required or requested by Facility.

**ARTICLE 8**  
**INSURANCE AND BONDS**

8.1 A Contractor shall, at its own expense, secure and deliver to facility before the commencement of this Agreement and shall keep in force at all times during the term of this Agreement:

- A comprehensive general liability insurance policy covering the Services being provided hereunder in an amount not less than Two Million Dollars (\$1,000,000) for bodily injury and Two Million Dollars (\$1,000,000) for property damage and Two Million Dollars (\$1,000,000) for independent contractors; and
- Comprehensive automotive bodily injury and property damage insurance in form acceptable to facility for business use covering all vehicles operated by contractor, its officers, agents, and employees in connection with the Services, whether owned by contractor, or otherwise, with a combined single limit of not less than Two Million Dollars (\$1,000,000) (including an extension of hired and non-owned coverage); and
- Applicable workers compensation insurance for contractor's employees, as required by applicable law.

The following shall apply to the insurance policies described above:

- 1.10** ASM Global, ASM Knoxville, Knoxville Convention Center, Chilhowee Park, The City of Knoxville, and their officers, directors, agents, and employees acting within the scope of their duties in connection the Knoxville Convention Center, Chilhowee Park and surrounding properties, shall be named as additional insured thereunder. Not less than thirty (30) days prior to the commencement of this Agreement, contractor shall deliver certificates of insurance evidencing the existence thereof, all in such form as ASM Global may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, Knoxville Convention Center, 701 Henley St, Knoxville, Tennessee 37902 and Chilhowee Park, 3301 East Magnolia Avenue, Knoxville, TN 37914.
- any of the insurance policies covered by the foregoing certificates of insurance will expire prior to the expiration of this Agreement, contractor shall deliver to ASM Knoxville at least ten (10) days prior to

such expiration a certificate of insurance evidencing the renewal of such policy or policies.

- The coverage provided under such policies shall be occurrence-based, not claims made.
- The coverage limits on such policies shall be on a per-occurrence basis and, to the extent that the coverage under any such policy contains an aggregate limit, the amount of such aggregate limit shall be at least twice the coverage limit provided on a per-occurrence basis under the same policy. In the event any such policy contains an aggregate limit, contractor shall be required to notify ASM Knoxville immediately, in accordance with the notice provisions of this Agreement, of the existence of (1) any outstanding claims having an alleged value and, if applicable, any accrued, outstanding defense costs related thereto, which individually or in the aggregate equal or exceed twenty-five percent (25%) of the aggregate limit of such policy, and (2) any claims and defense costs related thereto that have been paid out under any such policy, where such payments in the aggregate equal or exceed twenty-five percent (25%) of the aggregate limit under such policy. In either event described in clause (1) or (2) above, contractor shall purchase, and shall promptly notify ASM Knoxville no later than contemporaneously with the delivery of the above notice that contractor has purchased, additional insurance to restore the aggregate amount of coverage originally provided there under, and contractor shall deliver to ASM Knoxville, contemporaneously with the delivery of the above notice, a certificate of insurance (which satisfies the requirements of this Section 8.1A), evidencing the maintenance of such additional insurance. Should contractor fail to obtain such additional coverage and to provide evidence thereof, ASM Knoxville shall have the right, at its sole option, to terminate this Agreement immediately or at such other time as ASM Knoxville may specify.
- Provider hereby acknowledges that the coverage limits contained in any policy, whether such limits are per-occurrence or in the aggregate, shall no way limit the liabilities or obligations of contractor under this Agreement, including, without limitation, contractor's indemnification obligations under Section 8.3 below.

The terms of the automobile and general liability insurance policies referred to in this Section 8.1A shall preclude subrogation claims against ASM Global, ASM Knoxville, Chilhowee Park, Knoxville Convention Center, and The City of Knoxville, and their respective officers, employees and agents.

8.1 B. All such insurance coverage, with the exception of Workers' Compensation, shall name ASM Global, ASM Knoxville, Chilhowee Park, Knoxville Convention Center and

The City of Knoxville, and their employees, agents, officers and directors as additional insured thereunder.

8.1 C. Evidence of such insurance coverage being in place will be promptly delivered to Facility prior to the commencement of the term if this proposal. All such coverage shall be endorsed to indicate that coverage will not be materially changed or cancelled without at least 30 days prior notice to Facility, such prior notice being mandatory and not the best efforts of the required coverage, contractor will provide Facility with evidence of renewal of all coverage required on at least the same terms and conditions as originally requires for this agreement.

8.1 D. Provider must carry terrorism insurance.

## **8.2 Bonds –**

8.2 A. The Performance Bonds must be provided by a surety that is licensed to do business in the State of Tennessee.

## **8.3 Indemnification –**

8.3 A Contractor shall indemnify, defend and hold harmless ASM Global, ASM Knoxville, Chilhowee Park, Knoxville Convention Center, The City of Knoxville, and their respective officers, agents and employees from and against any and all losses, liabilities, claims, damages, and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") arising from (i) contractor's failure to comply with any and all federal, state, foreign, local and municipal regulations, ordinances, statutes, rules, laws, and constitutional provisions (collectively, the "Laws") applicable to contractor's performance of this Agreement, (ii) any unlawful acts on the part of the contractor or its officers, agents, employees, or subcontractors,

(iii) personal or bodily injury to or death of persons or damage to the property of ASM Knoxville or Tenant to the extent caused by the negligent acts, errors and/ or omissions or the willful misconduct of contractor or its officers, agents, or subcontractors, or (iv) the material breach or default by contractor or its officers, agents, employees or subcontractors of any provisions of this



Agreement. This subparagraph (a) shall not apply to the extent where the Losses are caused by the negligent acts, errors and/or omissions or the willful misconduct of ASM Knoxville or Tenant or their respective officers, agents, employees, or subcontractors.

8.3 B The provisions set forth in subparagraph (A) above shall survive the termination of this Agreement.

#### **8.4 Liquidated Damages –**

Liquidated damages per day in the event of a breach by the Bidder are as follows:

Any damages resulting from Facility obtaining other services at additional cost due to inflation, failure to provide services as required or any loss to or liability of ASM Global, ASM Knoxville, Chilhowee Park, Knoxville Convention Center or The City of Knoxville, caused directly or indirectly by the Bidder. The Bidder and Surety shall be liable, singly or jointly, for any liquidated damages.

### **ARTICLE 9** **FORM OF RESPONSE**

#### **9.1 Please Attach The Following Items Upon Submitting Bid –**

- 9.1 A. Employee selection procedures and policies.
- 9.1 B. Training record samples.
- 9.1 C. Copy of sample weekly/ monthly time records utilized by Contractor.
- 9.1 D. Copy of written post orders, work schedules, and incident reports.
- 9.1 E. Photographs of complete uniforms and inventory stock.
- 9.1 F. Provide five (5) references stating name, title, company, address and telephone number.

- 9.1 G. Proof of insurance as requested in General Requirements.
- 9.1 H. Provide a complete and accurate description of all training programs provided to current security personnel.
- 9.1 I. Reference listing of current, pending, and previous contracts similar in scope and magnitude that have and had value of at least \$100,000.00.
- 9.1 J. Include a minority action plan.
- 9.1 K. Evidence may be required that the minimum experience qualifications have been met and/or exceeded.

Failure to provide above-mentioned information and specifications is considered grounds for rejection of the bid. Failure to comply with and maintain any one or all of the above-mentioned specifications shall be considered grounds for revocation of said bid. Revocation shall be at the sole discretion of Facility. Contractor, by submission of this bid and acceptance of the terms and conditions therein, waives the right to plead defensively against such revocation. Facility shall notify contractor in writing of such revocation and contractor shall have thirty (30) days from receipt of same before termination.

## **APPENDIX A: GENERAL INSTRUCTIONS TO THE BIDDER**

### **NOTICE TO BIDDERS:**

- A. All bids must be submitted to Facility by *2:00pm on Friday, April 21, 2023*.
- B. All documents must be signed by the bidder in the appropriate form and there must be three sets of each document.

**MANNER OF SUBMISSION:**

The bid proposal must be submitted in a sealed envelope at the following address, which is the address of the principal office of Facility. **(The envelope must denote purpose of letter).**

**Knoxville Convention Center  
Director of Operations**

**701 Henley St.**

**Knoxville, TN 37902**

**Or mailed to**

**PO Box 2543**

**Knoxville, TN, 37901-2543**

**COMPLETION OF BID DOCUMENTS:**

All bid documents must be completed in full. If the information required in any blank space is not applicable to the bidder, the same should be designated by inserting the letters N/A. **Bidder must submit three sets of documents fully completed and executed.** Bidders must submit Certificates of Insurance listing The City of Knoxville, Knoxville Convention Center, ASM Global, ASM Knoxville, Chilhowee Park, and their employees, agents and officers as additional insured as required by the Bid and Specifications. Any failure on the part of the Bidder to complete or execute any document or to comply with any of the foregoing may result in rejection of the entire bid.

**CONTRACT DOCUMENTS:**

At the facilities sole option these instructions together with the Proposal, Specifications, and any exhibits, supplements, amendments, agenda, and/ or riders thereto, bonds, and specifications when accepted by Facility, may constitute the entire contract between the Bidder and Facility.

**ASM Knoxville:**

All bidders are hereby on notice that ASM Global (ASM Knoxville) has been retained by The City of Knoxville, for professional management services. ASM Knoxville has full power and authority to act on behalf of The City of Knoxville, or as its agent in all matters involving management, supervision, operation, maintenance, security, purchases, and any other contracts between The City of Knoxville, and Bidder relating to the Knoxville Convention Center and Chilhowee Park.

**ACCEPTED BY:**

\_\_\_\_\_

**WITNESS OR ATTEST:**

\_\_\_\_\_ **BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_



**APPENDIX B - PROPOSAL**

1. **Authority-** This Proposal is submitted to ASM Knoxville.

2. **Bidder-** This Proposal is submitted to ASM Knoxville by \_\_\_\_\_ (“Bidder”), which has its principal place of business at \_\_\_\_\_ .

**Bidder is (check one):** \_\_\_\_\_ Tennessee Corp.      \_\_\_\_\_ Non-Tennessee Corp.  
                                          \_\_\_\_\_ Partnership      \_\_\_\_\_ Sole Proprietorship

Communications with the bidder should be addressed to the Bidder at \_\_\_\_\_ , \_\_\_\_\_  
\_\_\_\_\_ or made to telephone number \_\_\_\_\_ .

3. **ASM Knoxville-** All bidders are hereby on notice that ASM Global / Knoxville has been retained by The City of Knoxville, for professional management services. ASM Knoxville has full power and authority as its agent in all matter involving management, supervision, operation, maintenance, security, purchases, and any other contracts between The City of Knoxville, and Bidder relating to the Knoxville Convention Center and Chilhowee Park.

4. **Last Day and time for Submission of Proposal -** The last date for submission of this Proposal is set forth in Specifications and Bid Sheet (“Bid Sheet”). This Proposal must be submitted on or before 2:00pm Eastern Time on Friday, April 21, 2023

5. **Manner of Submission -** This Proposal is to be submitted in a sealed envelope at the following address, which is the address of the principal offices of Facility:

**Knoxville Convention Center**

**Director of Operations**

**701 Henley St.**

**Knoxville, TN 37902**

**Or mailed to**

**PO Box 2543**

**Knoxville, TN 37901-2543**

**6. Effective Date** - This proposal is effective on the date and at the time of its receipt by Facility at the principal office thereof as evidence by the handwritten or stamped date and time of receipt by Facility to be recorded hereto.

**7. Incorporation by Reference of Other Documents** - This Proposal incorporates by reference the following documents: (1) the Specifications and Bid Sheet, (2) this Proposal, (3) the General Instructions, and any attachments or addendum thereto (hereinafter "Bid Documents").

**8. Manner of Completion and Form of Proposal** - Each and every blank space provided in the Bid Documents must be completed. If the information required to be provided in any blank space is not applicable to the Bidder or to the bid subject hereof, the same should be designated by inserting "Not Applicable" or "N/A", except as hereinafter provided. All Proposals concerning the items set forth in the bid sheet must be submitted on the forms provided, and no variant proposals will be considered by Facility. Each Bidder must bid on every item set forth in the bid sheet, unless expressly indicated otherwise. If the Bid Sheet permits the Bidder to bid on fewer than all the items set forth therein, the Bidder must, nonetheless, mark "No Bid" for each item for which it does not wish to submit a bid. The Bid Documents must be typewritten. They must be signed by hand in ink. Printed signatures are unacceptable. It may be signed only by such representative(s) of the Bidder as are authorized to legally bind the Bidder. If the Bidder is a corporation, the President of the corporation must sign and obtain the signature of two (2) other authorized officers or officials of such corporation. In such latter event, the signatory or signatories certify that they are aware of the resolutions and by-laws of the Bidder and that such signature or signatures on the Bid Documents legally bind the Bidder.

**9. Rejection of Proposal and Re-bidding** - Facility reserves the right to reject all Bids for any reason and to solicit new Bids concerning any or all of the items set forth in the bid sheet at a later date in accordance with law. Facility reserves the right to reject any bid which is improperly completed or for violation of the terms and conditions of this Proposal and the documents incorporated herein by reference.

**10. Award and Acceptance of Proposal** - This Proposal may be accepted any time within sixty (60) days after the date of opening described hereinabove, or within such other time as may be imposed or permitted by any law enacted within such 60-period. Within such 60-day period, the Bidder has no right to withdraw or modify its Bid, even after Facility have made an award as to some or all of the items set forth in the bid sheet to another Bidder, except as permitted by law. Facility may make an award, and/ or subsequently accept any single item or combination of items specified therein, unless the bid sheet provides that award will be made on a lowest responsible total-bid basis. This Proposal does not legally bind Facility in any way whatsoever, and Facility shall not be liable hereon, until this Proposal and all other Bid Documents have been duly executed by the General Manager of Facility, and hereby accepted by Facility. The Bidder is advised that neither oral nor written statements made prior to, during or after an award as to the items set forth in the bid documents, bind Facility and should not be relied upon. The Bidder is advised that any action by Facility with respect to this Proposal may be rescinded before execution hereof by Facility. Acceptance of the Bid by Facility will be mailed or delivered to the Bidder at the address for communications set forth hereinabove. If any Bid is accepted, such an acceptance will be made only if such Bid is properly completed and sets forth the lowest responsible bid or bids in accordance with the requirements set forth in the bid sheet. Bidders may include exceptions to the bid sheet, but only to the extent to Facility in its sole discretion, determine that such exceptions do not constitute material and significant changes thereto, and by submitting this Proposal, and the other Bid documents the Bidder expressly waives the right to contest any such determination by Facility.

**11. Price** - All prices submitted by the Bidder on the bid sheet shall be based on the following:

- No taxes of any kind shall be included in any price to be paid by Facility.
- All of the stipulations, terms, and conditions as set forth in the Specifications and Bid Sheet.



- Unless fully disclosed in the bid documents and accepted by Facility, all prices quoted shall be firm prices without contingencies for increase.

The Bidder hereby expressly waives the right to the defense of impracticability of performance or similar defenses.

**12. Conflicts of Interest** - The Bidder hereby certifies that no member of Facility or officer or employee thereof is directly or indirectly a party to or is in any manner interested in this Bid. The Bidder hereby acknowledges that if its Bid is accepted in violation of the immediately preceding certification, this Proposal shall be null and void and no action may be maintained hereon against Facility. The Bidder hereby agrees to make available to Facility upon request, the names of all its partners or shareholders (to the extent reasonably practicable).

**13. Lawsuits by or against Facility** - The Bidder hereby agrees to provide, without expense to Facility, such evidence and information as may be in its possession or reasonably available to it as may be useful, in the judgment of Facility, in any lawsuit filed or threatened to be filed by or against Facility.

**14. Collusion** - The Bidder hereby certifies that it has not engaged in collusion of any kind concerning this Bid and that this bid is submitted solely on behalf of the principal named in this contract.

**15. Assignment and Antitrust Claims** - By submitting this Proposal to Facility, the Bidder hereby offers to assign, sell and transfer to Facility all rights, title and interest in and to all causes of action which the Bidder may have under the antitrust laws of the United States of America or the State of Tennessee, or any other state, which causes of action have accrued prior to the effective date of said assignment, and which relate solely to the particular services procured by Facility pursuant to this Proposal and the other Bid Documents. Such offer of assignment shall be deemed to be accepted by Facility upon final payment by Facility to the Bidder for such items.

**16. Settlement of Disputes** - The Bidder expressly agrees that in the event of any disagreement or controversy arising between Facility and the Bidder, as to the interpretation of the bid sheet or the interpretation or proper execution of this Proposal, or any other Bid Documents, or as to the settlement hereunder, or in the event of any disagreement as to any question or matter whatever which may arise or be in dispute under this Proposal or any of the

other Bid Documents or as to the terms or conditions thereof, such disagreement or controversy shall be immediately inquired into and decided by the General Manager of the Facility, whose discretion granted herein, shall be final and conclusive as to all matter in controversy.

**17. Assignments** - This Bid may not be assigned by the Bidder without the prior written consent of Facility. An assignment made without such written consent may be considered as a breach hereof, in the sole discretion of Facility, for which, among other thing, Performance Bonds, Fidelity Bonds, or checks in lieu thereof, may be forfeited. Any assignment agreed to by Facility shall not relieve the bidder of his responsibilities under the Bid, and the Bidder shall remain liable hereon. The Bidder agrees to terminate any assignment immediately upon notification by Facility and if the Bidder does not agree with Facility as to such termination, the Bidder nonetheless agrees to accomplish such termination, immediately and then to proceed with the settlement of said controversy in accordance with the terms and conditions of this Proposal. This paragraph is expressly applicable to subcontracts, as well as to assignments, and to any and all delegations by the Bidder of duties under this Proposal.

**18. Contract Documents** - This Proposal, together with the Bonds, Specifications and Bid Sheet, General Instructors, Insurance Certificates, and all exhibits and any supplement amendments, addenda and/ or riders thereto, when accepted by Facility, shall constitute the entire contract between the Bidder and Facility.

By its execution hereof in the space(s) provided below, the Bidder represents and certifies that it has carefully read this Proposal, including the bid sheet and any other Bid Documents in relation hereto, and fully understands the meaning of the same, and hereby agrees that it will comply with all of the terms, covenants and conditions set forth therein and further represents that the Bidders intends for Facility to rely upon this representation and certification.

The Bidder certifies by its execution hereof that this Bid is made without any relation to, in connection with any other person or entity making any other bid for any of the items set forth in the Bid Sheet or other Bid Documents.

## APPENDIX C - BID SUMMARY

### SERVICE CONTRACTS

**Security Services:** Knoxville Convention Center and/or Chilhowee Park

**Term of Contract:** 2 years from date of 05/01/2023.

**Specifications:**

- 1. Security Guard 24/7** – Duties to include video surveillance, locking/unlocking doors, opening and closing building, lighting controls, fire alarm system, emergency procedures, checking in deliveries, incident reports, and other duties assigned
- 2. Event Security** – Duties to include overnight security, door guards, crowd control, weapon checks, bag checks, box office guard, performers security, and other event related security
- 3. Marshaling and Traffic Control** – Duties to include marshaling for events, traffic control, parking security, and other event related parking.

Contractor shall provide all labor, materials and equipment. (See Bid Specification document).

**Billings:** Invoices will be received on a monthly basis and processed in 30 days.

### Security Personnel

**Qualifications:** Background check – No criminal record – fully bondable – completion of required training and classroom instruction provided by the Contractor.

**Insurance Requirements:**

Comprehensive liability, contractual liability. Personal injury, property damage, public liability, indemnity agreement. Workers Compensation

Two Million dollars (\$2,000,000)

**APPENDIX D - BID SHEET I**

	<b>Billable Rate</b>	<b>Billable Rate</b>
	<b>Year 1</b>	<b>Year 2</b>
<b>Security Guard (24/7)</b>	_____	_____
<b>Event Security</b>	_____	_____
<b>Event Supervisor</b>	_____	_____
<b>Marshaling and Traffic Control</b>	_____	_____
<b>Number of Local Employees</b>	_____	

Note: Our premium bill rates will apply only for all hours worked on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**APPENDIX E – SIGNATURE PAGE**

**Bidder's Name**

\_\_\_\_\_

**(Type or Print in Ink)**

**Attest:**

**(If a Corporation)**

\_\_\_\_\_ **By:** \_\_\_\_\_

**(Signature)**

\_\_\_\_\_

**(Type or Print in Ink Title of Person Signing)**

**By:** \_\_\_\_\_

**(Signature)**

\_\_\_\_\_

**(Type or Print in Ink Title of Person Signing)**

## APPENDIX F – SCORE SHEET

PRICE	40%
EXPEREIENCE	30%
LOCAL SUPPORT	15%
PROCEDURES AND TRAINING	10%
REFERENCES	5%
TOTAL:	100%