

Loudon County Government

Request for Bids

Matt Kleinschmidt, CPPB, Purchasing Director
100 River Road, Suite 110
Loudon, Tennessee 37774

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Phone 865-458-4663
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January 14, 2026

Playground Equipment and Installation
Loudon County Schools
Bid No. 2026-491
Bid Opening: January 29, 2026, 2:00PM

LOUDON COUNTY GOVERNMENT IS SOLICITING SEALED BIDS FOR PLAYGROUND EQUIPMENT AND INSTALLATION AT LOUDON ELEMENTARY SCHOOL. TERMS, CONDITIONS, AND SPECIFICATIONS ARE ATTACHED. TERMS, CONDITIONS, AND SPECIFICATIONS ARE ATTACHED.

SUBMISSION OF YOUR PROPOSAL MUST BE IN A SEALED ENVELOPE AND MARKED **“PLAYGROUND EQUIPMENT 2026-491”** ON THE FRONT OF THE ENVELOPE AND DELIVERED TO THE LOUDON COUNTY PURCHASING OFFICE, 100 RIVER ROAD, SUITE 110, LOUDON, TENNESSEE 37774. BIDS WILL BE OPENED AT THE SPECIFIED DATE AND TIME. LATE BIDS WILL NOT BE ACCEPTED.

PLEASE REVIEW THESE DOCUMENTS CAREFULLY. BIDS SUBMITTED MUST INCLUDE THE ATTACHED VENDOR INFORMATION SHEET AND REQUESTED DOCUMENTS.

ANY QUESTIONS OR CONCERNS REGARDING THE BIDS SHOULD BE DIRECTED TO MATT KLEINSCHMIDT AT 865-458-4663, MONDAY THRU FRIDAY BETWEEN THE HOURS OF 8:00 AM AND 4:30 PM

**Playground Equipment and Installation
Loudon County Schools
Bid No. 2026-491
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VENDOR INFORMATION

Vendor Name _____

Vendor Address _____

City _____ State _____ Zip _____

Telephone Number _____ Fax Number _____

Contact Person _____
(Please Print)

Contact Person's Email Address _____

Authorized By: (Please print) _____

Authorizing Signature _____

Do you accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions? _____

BACKGROUND CHECK COMPLIANCE FORM

LOUDON COUNTY GOVERNMENT
PURCHASING DEPARTMENT
100 RIVER ROAD, BOX 110
LOUDON, TN 37774
PHONE: 865-458-4663
FAX: 865-458-4871

BID NUMBER _____	AWARD DATE _____
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BACKGROUND CHECKS Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Company or Individuals (Name)	Address
City, State, Zip Code	Telephone Number ()
Contractor License Number (If Applicable)	

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees, if this bid or contract is accepted, to furnish any and all of the Background Check Information, as required by law, at the request of Loudon County Government. I hereby agree to release all criminal history and other required information to Loudon County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current and future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated §§ 49-5-401 et seq.

Signature _____ **Title** _____

Printed Name: _____ **Date** _____
(Please Print Clearly) (Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes

IRAN DIVESTMENT ACT FORM

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 Iran investment activities list created pursuant to T.C.A. § 12-12-106.

Authorized By:(Please print) _____ Title: _____

Authorizing Signature: _____ Date: _____

Non-Collusion Affidavit

State of _____

Bid No. _____

County of _____

I state that I am _____ of _____, the firm that has submitted
(Title) (Name of Firm)
the attached Proposal and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers.

I state that:

1. I am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
2. The price(s) and amount of this bid has been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
3. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
4. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
5. The bid of my firm is made in good faith and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.
6. Neither its officers, directors, partners, owners, agents, representatives, and employees are are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____, understands and acknowledges that the above
(Name of Firm)

representation are material and important and will be relied on by Loudon County Government in awarding the contract(s) for which this bid is submitted, I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Loudon County Government true facts relating to submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY

OF _____, 20_____

NOTARY PUBLIC

**LOUDON COUNTY GOVERNMENT
ATTESTATION
REGARDING THE USE OF ILLEGAL IMMIGRANTS IN THE
PERFORMANCE OF ANY CONTRACT**

In compliance with the requirements of Chapter 878 Public Acts of 2006 (Tennessee Code Annotated 12-4-124), the undersigned Contractor/Vendor hereby attests, warrants and assures that it will not knowingly utilize the services of an illegal immigrant in the performance of this contract/purchase order and shall not knowingly utilize the service of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract/purchase order.

Name of Contractor/Vendor _____

Federal ID Number or Social Security Number _____

Loudon County Contract or Purchase Order Number _____

Date Attested _____

Signature _____

Printed Name _____

Title _____

Note: Individual signing must have contractual authority to bind the entity.

AFFIDAVIT OF COMPLIANCE
WITH
TENNESSEE CRIMINAL HISTORY RECORDS CHECK
TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, president or other principal
Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 1080 of 2008, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____ an employer of five (5) or more employees contracting with Loudon County Government to provide custodial services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF

COUNTY OF

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____

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SECTION 1

GENERAL TERMS AND CONDITIONS

1. **ADDITIONAL INFORMATION:** ALL requests for additional information *MUST* be routed to the Loudon County Purchasing Office, Matt Kleinschmidt at 865-458-4663. Questions may be faxed to 865-458-4871 or emailed to kleinschmidtm@loudoncounty-tn.gov.
2. **BIDDER'S QUALIFICATIONS:** Bidders, upon request, must provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County may conduct investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the County may request. Loudon County will make the final determination as to the bidder's ability. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
3. **CONFLICT OF INTEREST:** Vendor, by submitting a signed bid, certify that *no gratuity of any kind and no part* of the total contract amount provided herein shall be *paid directly or indirectly to any officer or employee of Loudon County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Vendor in connection with any goods provided or work contemplated or performed relative to the agreement.* A breach of ethical standards could result in civil or criminal sanction and/or debarment or suspension from being a supplier, contractor or subcontractor under County contracts.
4. **CRIMINAL HISTORY BACKGROUND CHECK:** Any successful vendors, vendor employees, and any vendor sub-contractors and its employees must submit to a criminal history records check, at vendor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
5. **DELIVERY:** Loudon County requires that vendors deliver all products "free on board" to the final destination
6. **DESCRIPTIVE LITERATURE:** Vendors shall clearly identify the manufacturer and the part number for goods. Vendors are also to provide descriptive literature if warranted
7. **DRUG-FREE WORKPLACE:** It is the policy of Loudon County Government to operate in compliance with the Drug-Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace, on County premises is prohibited. Intoxication or use of alcohol while on duty is also strictly prohibited.

If a Contractor for construction services has five or more employees receiving pay, the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of

the Tennessee Code Annotated and shall provide the attached Drug-Free Workplace affidavit. Failure to submit the affidavit will result in the disqualification of your bid.

8. **ILLEGAL IMMIGRANTS:** In compliance with the requirements of Chapter 878 Public Acts of 2006 (Tennessee Code Annotated 12-4-124) addressing the use of illegal immigrants in the performance of any contract to supply Goods or Services to Loudon County, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

For the purposes of this contract, "illegal immigrant" shall be defined as any person who is not either a United States Citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal Immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract.

Contractor/Vendor hereby attest, warrants, certifies, and assures that it will not knowingly utilize the services of an illegal immigrant in the performance of this contract/purchase order and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract/purchase order. The Contractor shall reaffirm this attestation, in writing; by completing and submitting a signed copy of the attached Attestation document with bid documents and shall reaffirm in writing annually should this contract be eligible for renewal for the period of this contract.

9. **INFORMED BIDDER:** Bidders are expected to fully inform themselves, by personal examination or by such other means, as they prefer, as to the conditions stated in the bid document and the accuracy of pricing submitted. Failure to do so will be at the bidder's own risk and they cannot secure relief on the plea of error.
10. **INSURANCE:** By submitting a bid, the bidder acknowledges that it has read and understands the insurance requirements for the bid. The successful Vendor shall obtain and keep in force for the term of the contract or services, workman's compensation, comprehensive general liability insurance and bodily injury and property damage insurance sufficient to hold the County harmless in the event of accident or injury to Bidder or any employee or subcontractor of Bidder. Submission of a copy of your insurance coverage will be mandatory within 30 days of award; otherwise, the County may rescind its acceptance of the Bidder's bid.
 - A. General Liability: \$1,000,000.00 per occurrence - \$2,000,000.00 General Aggregate
 - B. Worker's Compensation and Employer's Liability in the amount of \$1,000.000.00
 - C. Comprehensive Automobile Liability minimum limits of \$1,000,000.00
11. **MULTIPLE BIDS:** Loudon County will consider multiple bids that meet specifications.
12. **NEW MATERIAL:** Remanufactured or refurbished equipment will not be accepted for this bid if applicable. Unless specified otherwise in the bid package, the Vendor must provide new supplies. New, as used in this clause, means previously unused materials. Materials include but are not limited to raw material, parts, items, components, and end products. Contractor submission of other than new materials may be cause for the rejection of the bid.
13. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law. No person, firm, or corporation under the same or

different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-Bid to a Bidder, or who has quoted prices on materials to a Bidder, is thereby disqualified from submitting a sub-Bid or quoting prices to other Bidders.

14. **NON-DISCRIMINATION:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-

discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

15. **OR EQUAL:** Vendors are to submit bids as specified herein or propose an approved equal. Determination of equality is solely Loudon County's responsibility. The designated brands are for reference purpose only, not a statement of preference.

16. **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of 30 days be required to process invoices for payment.

17. **REQUEST FOR CLARIFICATION:** The County may conduct discussions with responsible Bidders determined to be reasonable susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements. Request for clarifications shall not alter the Vendor's pricing information contained in its cost bid.

18. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire request for bid packet. If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, it shall immediately notify the County of such error in writing and request modification or clarification of the document. The bidder shall also notify the County in writing if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or questions regarding the specifications or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for bid opening. The County will make modifications, if needed, and issue a written revision and will give written notice to all parties who are on file in the Purchasing Office as having received a copy of this RFP.

The failure of a specific bidder to receive business, once it has been added to the awarded vendors' list, shall not be grounds for a contract controversy.

19. **SIGNING OF BID FORMS:** Vendors are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

20. **SUBCONTRACTING:** Loudon County will award this bid to one vendor. The successful vendor may not assign or subcontract the "award agreement", its obligations or rights" hereunder to any party without the written consent of Loudon County Purchasing Agent. If the bid includes the use of subcontractors, Proposers must identify the specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

21. **SUBMISSION OF BID:** Loudon County does not accept telegraphic or electronically transmitted bids. Bids and modifications shall be enclosed in sealed envelopes and delivered to the Loudon County Purchasing Department, 100 River Road, Suite 110, Loudon, Tennessee 37774. The bidder shall show on the outside of the envelope bid name. At the specified date and time, as noted on the front cover, bids will be opened and read aloud. Late bids will not be accepted.
22. **TAXES:** Loudon County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
23. **TITLE VI OF THE CIVIL RIGHTS ACT:** It is the policy of Loudon County Government that all its services and activities be administered in conformance with the requirements of Title VI – “Nondiscrimination in Federally Assisted Programs” – No person in the United States shall, on the ground of race, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. section 2000 et seq.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Loudon County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

1. **APPROPRIATION:** In the event no funds are appropriated by Loudon County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligation owed to or by either party.
2. **AWARD:** Loudon County intends to award this contract to the responsible Bidder whose bid is most advantageous to the Loudon County Government, taking into consideration price and the other factors set forth in this RFB. All participating vendors will be notified by mail when an award is made. Loudon County reserves the right to withdraw this Request for Bid at any time, for any reason and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. Loudon County reserves the right not to award this bid.
3. **AWARD PROTEST PROCEDURE:** Loudon County Purchasing Department has an established procedure concerning protest of awards. A complete copy of the Award Protest Procedure may be obtained by contacting the Purchasing Office. A vendor who believes there has been a problem with the process or decision should notify the Purchasing Department, in writing, within five (5) business days after notification of the award decision. Complaints received after five (5) business days of the award notification has been made will not be considered for review.

By submitting a bid, the bidder acknowledges and agrees that, if it challenges any aspect of the bid process in any court, administrative or investigative agency, or other forum, and the challenge fails in any respect, then the bidder must pay Loudon County its reasonable attorneys' fees incurred in defense of the challenge.

4. **CHILD LABOR:** Contractor agrees that no products or services will be provided or used under this Contract which have been manufactured or assembled by child labor.

5. **COMPLIANCE WITH ALL LAWS:** By submitting a response to this RFP the vendor commits to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and /or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
6. **DEFAULT:** If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Loudon County may terminate this contract immediately in whole or in part and may consider such failure or noncompliance a breach of contract. Loudon County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Loudon County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Loudon County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
7. **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Loudon County, Tennessee regardless of any language in any attachment or other document that the Vendor may provide. Any legal action between the parties arising from this agreement shall be maintained in the Chancery Court and / or Circuit Court of Loudon County, Tennessee and shall have exclusive and concurrent jurisdiction of any disputes that arise here under.
8. **IDEMNIFY AND HOLD HARMLESS:** The Contractor agrees to indemnify and hold harmless Loudon County, its officers, agents and employees from and against:
 - a. Any and all suits, claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as result of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligence acts, omissions, bad faith, or willful misconduct on the part of the Vendor, its officers, its employees, or any person acting for or on its or their behalf relating to this Contract; and
 - b. Any claims, damages, penalties, costs, and attorney fees arising from any failure of Vendor, its officers, employees, and/or agents, including its sub- or independent contractors, to observe applicable laws, including, but not limited to, labor and minimum wage laws.

The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Buyer in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Buyer. In the event of any such suit or claim, the Contractor shall give the Buyer immediate notice thereof and shall provide all assistance required by the Buyer in its defense.

The County will not indemnify, defend, or hold harmless in any fashion the Vendor for any claims, regardless of any language in any attachment or other document that the Vendor may provide.

9. **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Loudon County inspects and formally accepts the goods and / or services. Loudon County reserves the right to reject all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services

does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

10. **MODIFICATIONS OR AMENDMENTS:** This contract may be modified only by a written amendment executed and signed by all parties hereto and approved by the appropriate Local Government agency officials in accordance with applicable local and state laws, charters, private acts, codes, rules, policies, and regulations. Modifications or amendments shall not be binding on Loudon County without the prior written approval of the County Purchasing Agent.
11. **POSTPONEMENT:** The County reserves the right to postpone the opening of any bid under circumstances warranting such action, including but not limited to instances when the County receives fewer than two responses.
12. **REJECTION OF BIDS:** Loudon County reserves the right to reject any bid, all bids, or any part of a bid. The County shall reject any bid that is determined to be non-responsive. The County also reserves the right to reject the bid of any Bidder who previously failed to perform adequately for Loudon County or any other governmental agency. Loudon County expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due Loudon County.
13. **REMEDIES:** Loudon County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
14. **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
15. **TERMINATION:** Loudon County may terminate this agreement with or without cause at any time with thirty-day (30) written notice. In the event of termination by either part, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
16. **WAIVING OF INFORMALITIES:** Loudon County reserves the right to waive minor informalities or technicalities in the bid when it is in the best interest of Loudon County. Any such waiver shall not modify any remaining bid requirements or excuse the Bidder from full compliance with the requested specifications and other contract requirements if the Bidder is awarded the Contract.
17. **WARRANTY:** Contractor warrants to Loudon County that all items delivered and all services rendered shall conform to the specifications, drawings, and bid and / or other descriptions furnished and / or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Loudon County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.
18. **FORCE MAJEURE:** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbances, riot, war, national emergency, act of

Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

SECTION III SPECIFICATIONS AND SCOPE OF WORK

1. **SCOPE OF WORK:** Loudon County is soliciting sealed bids for playground equipment with installation at Loudon Elementary School. The playground specifications are listed below. The designated brands are for reference purposes only, not a statement of preference.

Equipment #1: Charles Mound Playground

Mounting Options: In Ground
Post Color: Red
Rails Color: Brick Red
Roof Color: Pacific Blue
Climber Color: Rainforest Green
Panel Color: Sunglow Yellow
ADA Compliant
Slip-resistant, moisture-sealed deck surfaces
Play Events:

- Pebble Climber Steps
- Three Large Lamps
- Multiple Activity Panels
- Bongos and Drums
- Tube Slide
- Double Slide
- Carrot Climber

Equipment #2: ADA Accessible Single Swing set and Platform

Application: Permanent
Pieces: Frame and Platform
Yoke Color: Red
ADA Compliant

Installation: Vendor must include installation of playground equipment. Installer can be subcontracted but must meet the requirements of this bid. Installers must be familiar with equipment. Installation cost must include everything to make equipment function. There shall be no hidden costs.

Delivery/shipping: Delivery costs are to be included in the bid costs. There shall be no hidden delivery fees.

Install Location: The playground equipment is to be installed at Loudon Elementary School, 2175 Roberts Road, Loudon, TN 37774.

