The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of Asbestos Monitoring Services as specified herein. Bids must be received by 2:00 p.m. on October 7, 2020. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 2989
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Bid Number, Bid Name & Bid Opening Date.

SECTION I  GENERAL TERMS AND CONDITIONS

1.1 ADDITIONAL INFORMATION: Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development and Asset Management, at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 ALTERNATIVE BIDS: Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.

1.4 AUDIT HOTLINE: Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 AWARD: Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis, an all or none basis, or by multiple award, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 BID DELIVERY: Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than one (1) hour prior to the bid opening time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.7 BUSINESS OUTREACH PROGRAM: Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.
In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

1.8 CLOSURES: During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and weather delays:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier’s decision regarding deliveries during any unforeseen circumstances.

1.9 CONFLICT OF INTEREST: Vendors must have read and complied with the “Non-Conflict of Interest” statement provided in the vendor registration process prior to the opening of this solicitation.

1.10 COOPERATIVE PURCHASING: Bidders must indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

1.11 COPIES: Knox County requires that bids being submitted by hand be submitted with one (1) marked original and two (2) exact copies.

1.12 DECLARATIVE STATEMENT: Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.13 ELECTRONIC TRANSMISSION OF BIDS: Knox County's Procurement Division will not accept electronically transmitted bids through the County’s On-Line Procurement System. Due to the nature of information requested, all bids must be submitted in hard copy format. Facsimile and Email submission is strictly prohibited.

1.14 HOW TO DO BUSINESS: Knox County utilizes a web-based procurement software system, “Knox Procurement On-Line.” The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of Purchase Orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, “Knox Procurement On-Line,” if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.15 INCURRED COSTS: Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.16 MULTIPLE BIDS: Knox County will consider multiple bids that meet specifications.

1.17 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.
1.18 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.19 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.20 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidder’s ability.

1.21 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids being submitted on paper shall:

- Be submitted on recycled paper;
- Not include pages of unnecessary advertising;
- Be made on both sides of each sheet of paper.

1.22 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **4:30 p.m. Eastern Time on September 25, 2020.** These requirements also apply to specifications that are ambiguous.

1.23 **SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in blue ink. By signing the bid document or submitting your bid through our on-line portal, the bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County’s request for goods and/or services. The submission of your bid through our on-line portal will be the acknowledgement of signature.

1.24 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.25 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.26 **TITLE VI OF THE CIVIL RIGHTS ACT:** “Nondiscrimination in Federally Assisted Programs” - “No person in the United States shall, on the ground of race, color, 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 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.27 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

1.28 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County’s bidder’s list for twenty-four (24) months.

1.29 **VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid.
1.30 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

**SECTION II  OBLIGATIONS, RIGHTS AND REMEDIES**

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

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox 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 obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor’s costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

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

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed 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.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful bidders, Contractor employees, and any Contractor’s sub-contractors and their employees must submit to a criminal history records check, at the Contractor’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. Bidders must submit with their bid the Criminal History Affidavit of Compliance, Attachment B.

2.8 **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, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW:** This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or 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.

2.14 **IRAN DIVESTMENT ACT:** 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 Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, or any individual trait or characteristic found to be an illegal consideration, 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.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox 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.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **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.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, 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 Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County, if applicable.
SECTION III  SPECIAL TERMS AND CONDITIONS

3.1 INTENT: The intent of this solicitation is to convey to prospective vendors the nature of Asbestos Monitoring Services as desired by Knox County and the Knox County School Maintenance and Operations Department (KCSMO). Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost, service quality and other factors detailed herein.

3.2 ACCEPTANCE: Bidders are advised that the payment of an invoice does not necessarily constitute an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 ADDITIONS/DELETIONS OF GOODS/SERVICES: Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 AWARD STATUS: Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.

If a multiple award is extended, Knox County reserves the right to obtain quotes from each awarded vendor for projects as needed. All quotes submitted must be based on pricing submitted for this IFB. Purchase Orders would be issued based on quotes submitted.

3.5 BID EVALUATION: In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.6 CAPABILITIES AND EXPERIENCE: Bidders are required to list all business capabilities including equipment, assets and personnel utilized to provide Asbestos Monitoring Services. The list shall include, but not be limited to, a description of unique equipment, number of employees available to perform Asbestos Monitoring Services, and number of years in business. Certifications and resumes for personnel shall be included in the bid package.

3.7 CHANGES AFTER AWARD: It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

3.8 COMPLIANCE WITH ALL APPLICABLE REGULATIONS: Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.9 COMPLIANCE WITH INSTRUCTIONS FROM SITE-BASED ADMINISTRATORS: Should a site-based administrator (typically a principal or assistant principal) request a cessation of work, work shall immediately stop. Vendor is to immediately call the Knox County Schools contract administrator in charge of the project for further instruction. Should a site-based administrator request a change of scope, function, design, et cetera of the project, such request is to be reported to the Knox County Schools contract administrator prior to any changes being accepted.

3.10 CONTACT PERSONNEL: It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County’s account to avoid any interruption of service.
3.11 **CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Board of Education and Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the Board of Education and Commission Meetings to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division will not accept any Contractor’s Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they will be rejected.

3.12 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges, including mileage, in their price. There will be no extra hidden charges. Delivery must be “free on board” to the County department.

3.13 **DRUG-FREE WORKPLACE:** If Contractor has five (5) or more employees receiving pay: Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit (Attachment C) required by Public Acts, 2000, Chapter 918. Contractor shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

3.14 **ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of KCS buildings. Contractor(s) employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). All employees must wear a company uniform, or name badges identified with the Company name at all times. Contractor and/or employees of contractors must contact KCSMO’s Environmental Department prior to reporting to a site for work. Employees of the vendor shall have proper photo identification displayed at all times while on School property. If appropriate the Knox County Schools Maintenance & Operations Department can provide temporary photo identification for a fee of $10.00 per badge. Additionally, as appropriate, vendor is encouraged to have its employees in a standard uniform. This is a preference but not a requirement.

3.15 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

<table>
<thead>
<tr>
<th>Price</th>
<th>80 Points</th>
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<tbody>
<tr>
<td>Capabilities and Experience</td>
<td>20 Points</td>
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3.16 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County’s judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider’s bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.17 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder’s intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

3.18 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof the vendor’s willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor’s responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.19 **INVOICING REQUIREMENTS:** As several different departments may use this contract, please adhere to the following guidelines:
The following general guidelines apply to all departments. However, each department may have additional or slightly different needs, which they will communicate to you.

3.19.1 **Invoice Detail:** At a minimum, these items must be shown on the invoice:
- The grand total amount
- An itemized list detailing the description, quantity and cost of each item or service provided (not if the job was a "Not to Exceed" project)
- The location delivered to (Such as XYZ School or Maintenance 5th Avenue)
- The date the work/materials were delivered
- A statement that the price invoiced is per the bid/quote
- The tracking number (purchase order, field purchase order or encumbrance number)

3.19.2 **Submit One (1) Original Invoice and One (1) Copy.**

3.19.3 **Invoices are to be original, with a unique reference number. Preferably invoices will be white.**

3.19.4 **Review of Invoices:** Invoices will be reviewed for adherence to bid terms and/or the quotation.

3.19.5 **Variation:** Variation from the terms of our bids is strictly prohibited. It will help speed your payment if your invoice notes the bid number or name. It will be even more helpful if your invoice clearly states that the charges are in accordance with the bid or quotation terms. While failure to follow these guidelines may slow down the payment process, following these steps will help you receive payment faster.

3.19.6 **Job/Service Tickets:** Job/service tickets that substantiate the invoice must accompany the invoice. The original job/service tickets will be given to the requesting department. Copies must accompany the invoice.

3.20 **Material/Labor Quality:** Unless otherwise specified, all materials must be of a commercial grade or better.

3.21 **News Releases by Vendors:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.22 **No Contact Policy:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the

3.23 **Possession of Weapons:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

3.24 **Pricing:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

a. Continue with the existing prices;

b. Request a lower price increase;

c. Not accept the renewal offer.
Any price increase shall not exceed the Consumer Price Index (CPI) for all Urban Consumers; the most recent month in effect at time of renewal(s) will be used to determine CPI cap. However, Contractor must submit proof of price increase. If a price increase is approved by Knox County Procurement and KCSMO, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.25 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.26 **QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract.

3.27 **RIGHT TO SEPARATELY BID PROJECTS:** Knox County reserves the right to separately bid any project when it is in their best interest.

3.28 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner.

Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.29 **REMOVAL OF VENDOR’S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.30 **SAFETY:** Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by works performed under this Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the vendor.

3.31 **SAFETY AND PROTECTION:** The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. The Contractor(s) shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as required as by TOSHA, OSHA, EPA and AHERA. Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee.

Contractor(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by works performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the vendor.

3.32 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of all equipment to be used under this Contract.
3.33 **SIGN-IN:** Workers must individually sign the Vendor Check-In Log at each site where work is to be performed. Failure to sign-in will negate Knox County Schools’ responsibility to pay the resulting invoice.

3.34 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if subcontracting is done without approval.

3.35 **SUB-CONTRACTORS:** Bidders are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.

3.36 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until 4:30 p.m. Eastern Time on September 25, 2020. Submit questions as noted in Section 1.1.

3.37 **USE OF TRASH CONTAINERS:** Vendors are advised that the Knox County Schools policy does not allow vendors to utilize on-site trash bins paid for by Knox County Schools. Vendors are responsible for removing and disposing of debris.

3.38 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

**SECTION IV QUALIFICATION REQUIREMENTS**

4.1 To be considered for this contract, the Vendor must meet the qualifications and satisfy the requirements as set forth below:

4.1.1 Perform Transmission Electron Microscopy (TEM) and Phase Contrast Microscopy (PCM) clearances in K-12 schools and provide 24-hr turnaround time for TEM analysis and same day on site analysis of PCM samples.

4.1.2 Perform bulk testing for asbestos containing materials in accordance with the Asbestos Hazard Emergency Response Act (AHERA) and provide 24-hr turnaround time when requested.

4.1.3 Provide documentation that air monitoring technicians have successfully completed a NIOSH 582 (or equivalent) course, an AHERA Asbestos Supervisor course, and an AHERA Asbestos Inspector course.

4.1.4 Provide documentation that all labs that analyze TEM clearances and Polarized Light Microscopy (PLM) for the analysis of bulk asbestos containing are EPA NVLAP accredited.

4.1.5 Perform field analysis of asbestos air samples utilizing Phase Contrast Microscopy (PCM) on site.

4.1.6 Have a minimum of five (5) years of asbestos air sampling experience.

4.1.7 Perform weekend and evening shift work, if requested, at the same rate as a normal shift as quoted on the bid form.

4.1.8 Be able to respond to emergencies and be on the designated facility site within two (2) hours of notice for services when requested by KCS.

**SECTION V SCOPE OF WORK**

5.1 **SCOPE:** Vendor will provide all labor, equipment, and necessary supplies to provide asbestos services as needed, for the Knox County School system. The services to be provided may include:

5.1.1 **Asbestos Clearance testing** - Asbestos activities may require Clearance Testing. Clearance testing may include, but not be limited to the following requirements:

a. Conducting final visual inspection and final clearance air sampling upon completion of the asbestos abatement project.

b. Conduct TEM and/or PCM clearance sampling in accordance with AHERA and KCS Master Specifications.

c. Provide standard 24-hr turnaround time on TEM samples submitted to laboratory.

d. Provide on-site same day turnaround time on PCM clearance samples.

e. Provide immediate verbal results to KCS project manager as soon as possible, with hard copy results to follow as soon as the results are available via fax or e-mail.
5.1.2 Asbestos Project Monitoring - Asbestos activities may require a project monitor. The duties and functions of the project monitor are as follows:

a. To ensure that the Asbestos Removal Contractor on a KCSMO asbestos project are adhering to proper work practices used in accordance with all applicable federal, state and local regulations relating to asbestos abatement.

b. To conduct final visual inspection and grant final clearance upon completion of the asbestos abatement project.

c. Physically inspect and approve the worker and equipment decontamination enclosure systems and the barrier system that contain the abatement area before contractor begins the initial abatement work, during the project and after each shift.

d. Determine adequacy of negative air system through calculations and/or through analysis of manometer readings. (Manometer provided by the contractor.)

e. Collect all background, in progress, and final clearance air samples in general accordance with AHERA.

f. Calibrate air-sampling pumps prior to and after each use. Calibration logs shall be maintained in the on-site logbook.

g. Inspect abatement activities for conformance to the KCS Master Specifications and to document contractor’s activities that are out of compliance with applicable standards.

h. To ensure that all proper and necessary documentation is on-site and posted.

i. To ensure the proper posting of the previous day's air sample analysis.

j. At project completion, provide completed AHERA forms as required and submit documentation indicating all work has been completed satisfactorily and the area is acceptable for re-occupancy by the public.

k. Submitting via signed chain of custody form, TEM clearance samples to the designated laboratory.

5.1.3 Asbestos Bulk Sample Collection and Analysis – Asbestos projects may require additional testing of suspect asbestos containing materials (ACM). The duties and functions of the AHERA Inspector may include, but not be limited to, the following services:

a. Conduct bulk sampling of suspect ACM in general accordance with AHERA guidelines and only at the request of the KCS Environmental Department.

b. Collect samples in sufficient quantity to satisfy AHERA sampling requirements.

c. Provide for satisfactory temporary patches to the areas affected by destructive sample collection methods. Roofing samples shall only be collected in conjunction with KCS maintenance staff designated to patch the affected roofing areas directly following sample collection.

d. Provide standard 24-hr turnaround time on bulk samples submitted to a NVLAP accredited laboratory.

e. Provide immediate verbal results to KCS project manager as soon as possible, with hard copy results to follow as soon as the results are available via fax or e-mail.

5.2 Laboratory Accreditation: Bidders will provide with their bid a copy of the accreditation for each laboratory to be used during this contract period. Failure to provide this information may be cause for rejection of the bid.

5.3 Asbestos Certifications: Bidders shall submit with their bid, copies of all relevant Asbestos Certifications currently held by the asbestos technicians to be used during this contract period. Failure to provide these documents with the bid may be cause for rejection of the bid.

Please note that it is not necessary to return pages one (1) through eleven (11). You must complete and return pages eleven (11) through seventeen (17).
SECTION VI VENDOR INFORMATION FOR BID NUMBER 2989, ASBESTOS MONITORING SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

6.1 Vendor: _______________________________________________________

6.2 Vendor number as assigned by Knox County: ____________________________

6.3 Street Address: ______________________________________________________

City: __________________ State: _______ Zip: ____________________________

6.4 Contact Person: _____________________________________________________

6.5 Telephone Number: ____________________________

6.6 Vendor's E-mail address: _____________________________________________

6.7 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 Tennessee Code Annotated § 12-12-106.

Authorizing Signature: ____________________________________________

(Sign in BLUE ink)

6.8 Vendor’s Knox County Business License Number: ____________________________

(If Applicable) Attach A Copy Of The License.

6.9 I acknowledge the receipt of: (please write “yes” if you received one)

Addendum 1_______Addendum 2_______Addendum 3_______Addendum 4_______

6.10 Do you accept the terms and conditions of the bid? YES NO YES, WITH EXCEPTION

(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

____________________________________________________________________

6.11 Total Number of Years in Business and performing these Services: __________________________

6.12 Total Number of Local Employees Available to Knox County, if awarded: __________________________

6.13 Will you allow Cooperative Purchasing as detailed in Section 1.10? YES NO

6.14 Did you include the correct number of exact copies per Section 1.11? YES NO

6.15 Will you accept credit card (VISA) payments per Section 1.18? YES NO

6.16 Did you complete and include the Criminal History Affidavit per Section 2.7? YES NO

6.17 Did you complete and include the Drug Free Workplace Affidavit per Section 3.13? YES NO

6.18 Did you include your fully executed Insurance Checklist as detailed in Section 3.18? YES NO

6.19 Did you include copies of your laboratory accreditation per Section 5.2? YES NO

6.20 Did you include copies of your asbestos certifications per Section 5.3? YES NO
VENDOR NAME: ________________________________

6.21 Did you include a list of Capabilities and Experience, including employee certifications and resumes, per Section 3.6?

YES  NO

6.22 PRICING SCHEDULE

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost per Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.22.1 Asbestos Project Monitoring per shift</td>
<td>$</td>
</tr>
<tr>
<td>6.22.2 Transmission Electron Microscopy (TEM) Clearance Sampling and Analysis</td>
<td>Cost per set of 13 AHERA TEM Clearance Samples $</td>
</tr>
<tr>
<td>6.22.3 Phase Contrast Microscopy (PCM) Clearance Sampling and Analysis (NIOSH</td>
<td>Cost per set of 5 AHERA PCM Clearance Samples $</td>
</tr>
<tr>
<td>method 7400)</td>
<td></td>
</tr>
<tr>
<td>6.22.4 Bulk Sample Analysis by Polarized Light Microscopy (PLM)</td>
<td>Cost per sample analysis $</td>
</tr>
</tbody>
</table>

- Cost per Shift
- Cost per set of 13 AHERA TEM Clearance Samples $ painful disease
- Cost per set of 5 AHERA PCM Clearance Samples $
- Cost per sample analysis $
ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 2989

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>NUMBER</th>
<th>TYPE OF COVERAGE</th>
<th>COVERAGE LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>1.</td>
<td>WORKERS COMPENSATION</td>
<td>STATUTORY LIMITS OF TENNESSEE</td>
</tr>
<tr>
<td>YES</td>
<td>2.</td>
<td>EMPLOYERS LIABILITY</td>
<td>$100,000 PER ACCIDENT, $100,000 PER DISEASE, $500,000 DISEASE POLICY LIMIT</td>
</tr>
<tr>
<td>YES</td>
<td>3.</td>
<td>AUTOMOBILE LIABILITY</td>
<td>COMBINE SINGLE LIMIT (Per-Accident): $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BODY INJURY (Per-Person): $100,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BODY INJURY (Per-Accident): $500,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per-Accident): $1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>4.</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIM MADE X OCCUR: FIRE LEGAL LIABILITY: $1,000,000, MED EXP (Per Person): $100,000, PERSONAL &amp; ADV INJURY: $1,000,000, GENERAL AGGREGATE: $2,000,000, PRODUCTS-COMPLETED OPERATIONS/AGGREGATE: $2,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>5.</td>
<td>PREMISES/OPERATIONS</td>
<td>$1,000,000 CSL BIPD EACH OCCURRENCE, $2,000,000 ANNUAL AGGREGATE</td>
</tr>
<tr>
<td>YES</td>
<td>6.</td>
<td>INDEPENDENT CONTRACTOR</td>
<td>$1,000,000 CSL BIPD EACH OCCURRENCE, $1,000,000 ANNUAL AGGREGATE</td>
</tr>
<tr>
<td>YES</td>
<td>7.</td>
<td>CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)</td>
<td>$1,000,000 CSL BIPD EACH OCCURRENCE, $1,000,000 ANNUAL AGGREGATE</td>
</tr>
<tr>
<td>YES</td>
<td>8.</td>
<td>XCU COVERAGE</td>
<td>NOT TO BE EXCLUDED</td>
</tr>
<tr>
<td>YES</td>
<td>9.</td>
<td>UMBRELLA LIABILITY COVERAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>NO</td>
<td>10.</td>
<td>PROFESSIONAL LIABILITY</td>
<td>$1,000,000 PER OCCURRENCE/CLAIM, $2,000,000 PER OCCURRENCE/CLAIM, $1,000,000 PER OCCURRENCE/CLAIM, $1,000,000 PER OCCURRENCE/CLAIM</td>
</tr>
<tr>
<td>NO</td>
<td>11.</td>
<td>MISCELLANEOUS E &amp; O</td>
<td>$500,000 PER OCCURRENCE/CLAIM</td>
</tr>
<tr>
<td>NO</td>
<td>12.</td>
<td>MOTOR CARRIER ACT ENDORSEMENT</td>
<td>$1,000,000 BI/PD EACH OCCURRENCE, UNINSURED MOTORIST (MCS-90)</td>
</tr>
<tr>
<td>NO</td>
<td>13.</td>
<td>MOTOR CARGO INSURANCE</td>
<td></td>
</tr>
<tr>
<td>NO</td>
<td>14.</td>
<td>GARAGE LIABILITY</td>
<td>$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE</td>
</tr>
<tr>
<td>NO</td>
<td>15.</td>
<td>GARAGEKEEPER'S DIRECT LIABILITY</td>
<td>$500,000 COMPREHENSIVE, $500,000 COLLISION</td>
</tr>
<tr>
<td>NO</td>
<td>16.</td>
<td>INLAND MARINE BAILEE'S INSURANCE</td>
<td>$</td>
</tr>
<tr>
<td>NO</td>
<td>17.</td>
<td>DISHONESTY BOND</td>
<td>$</td>
</tr>
<tr>
<td>NO</td>
<td>18.</td>
<td>BUILDERS RISK</td>
<td>PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.</td>
</tr>
<tr>
<td>NO</td>
<td>19.</td>
<td>USL&amp;H</td>
<td>FEDERAL STATUTORY LIMITS</td>
</tr>
</tbody>
</table>
20. CARRIER RATING SHALL BE BEST’S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. NOTICE OF CANCELLATION OR NON-RENEWAL OF COVERAGE SHALL BE PROVIDED TO COUNTY IN ACCORDANCE WITH THE POLICY PROVISIONS. COPY OF POLICY PROVISIONS SHALL BE PROVIDED TO THE COUNTY IF REQUESTED.

22. THE COUNTY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED

INSURANCE AGENT’S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

Agency Name: ___________________________ Authorizing Signature: ____________________________

BIDDER’S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

Bidder Name: ___________________________ Authorizing Signature: ____________________________
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 is in compliance with Public Chapter 587 of 2007, 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: ___________________________________
ATTACHMENT C
BID NUMBER 2989

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with five (5) or more employees)

I, __________________________________, President or other Principal Officer of _____________________________________, swear or affirm that the Name of Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, 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, § 50-9-113.

____________________________________
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: _________________________________