

The Procurement Division of Knox County Tennessee will receive sealed bids for the provision of **Elevator Inspection and Repair Services** as specified herein. Bids must be received by 2:00 p.m. on **January 6, 2021**. Late bids will be neither considered nor returned.

Deliver Bids To:

**Bid Number 3011
Knox County Procurement Division
1000 North Central Street, Suite 100
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 Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767. Questions may be faxed to 865.215.5778 or emailed to jay.garrison@knoxcounty.org. Information about the Knox County Procurement Division 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 sixty (60) 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 Bid.
- 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 "all or none" basis, or by a multiple award, whichever is in the best interest of the County. Knox County reserves the right to not make an award.
- 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. Knox County will not be responsible for any lost or misdirected mail sent by common carrier. Knox County will not be responsible for bids delivered to addresses other than the one listed at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of 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 **BID EXPENSES:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Knox County.
- 1.8 **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 small, minority or woman owned 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
Email: diane.woods@knoxcounty.org

- 1.9 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.
- 1.10 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.
- 1.11 COOPERATIVE PROCUREMENT:** Vendors are to 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. Indicate any additional delivery charges or minimum orders for purchases by other entities.
- 1.12 DECLARATIVE STATEMENTS:** 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 the bid being non-responsive and disqualified.
- 1.13 DUPLICATE COPIES:** Knox County **requires** that bids being submitted by hand be one (1) marked original and one (1) exact copy.
- 1.14 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept, and strongly encourages, electronically transmitted bids through the County's On-Line Procurement System. Facsimile and email submission is strictly prohibited.
- 1.15 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. 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.
- 1.16 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.17 NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal 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 NON-DISCRIMINATION:** Vendors, during the performance of this Contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.19 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 Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County Credit Card (VISA) as a 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.

1.20 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.

1.21 PROCESSING TIME FOR PAYMENT: Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.22 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.

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

1.23.1 Be submitted on recycled paper;

1.23.2 Not include pages of unnecessary advertising;

1.23.3 Be made on both sides of each sheet of paper.

1.24 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the prospective bidder to review the entire Invitation for Bid 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 bidding procedures must be received in the Procurement Division by **December 10, 2020 by 4:30 p.m.** These requirements also apply to specifications that are ambiguous.

1.25 SIGNING OF BIDS: When submitting your bid, in order to be considered all bids must be signed. Please sign the original in blue ink. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the Vendor to the County's request for goods and/or services and the Vendors subsequent response.

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

1.27 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.

1.28 TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972: "Nondiscrimination on 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 and Title IX.

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

1.30 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 bidders' list for twenty-four (24) months.

- 1.31 **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 Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid less than twenty-four (24) hours prior to the bid opening time.
- 1.32 **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 Knox 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. All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. **COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.**
- 2.7 **CRIMINAL HISTORY CHECK:** Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at Knox County Schools must submit to a criminal history records check at their expense. The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present.
- 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 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 Bid, 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 LIMITATION 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, 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.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bid, (3) Bid Response, (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:** Knox County may terminate this agreement with or without cause at any time. 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. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of this bid to obtain a qualified firm to provide Elevator Inspection and Repair Services for Knox County Schools at economical prices. Knox County Schools Maintenance & Operations Department (KCSMO) intends to make a Best Value purchase. Best Value means more than low bid. It includes the initial cost, product quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of goods or services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITION OR DELETION OF GOODS/SERVICES:** Knox County may, but shall not be required, to request the vendor to add other services for Knox County. The successful vendor agrees that upon written designation by Knox County, it will perform such services under this Contract. Pricing for any additional services will be negotiated with the vendor.
- 3.3.1** Knox County may delete from the Contract one (1) or more services in the pricing sheet without terminating the entire Contract.
- 3.4 AWARD STATUS:** Knox County intends to issue a one-year (1) 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.
- 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 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor if they will lower the cost to Knox County and/or provide improved service.
- 3.7 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.
- 3.8 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Bidder 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 Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.9 CONTACT PERSONNEL: It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County to avoid any interruption of service.

3.10 CONTRACT EXECUTION: The award of this bid will result in a Contract between Knox County and the successful bidder(s). The Knox County Procurement Division will draft this Contract and no vendor forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as contract documents or as contract attachments.

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

Price	85 Points
Experience and Business Capabilities	15 Points

3.12 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.

3.13 INSURANCE: The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment and submit it with the bid. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverage's and listing Knox County as an additional insured. It is the responsibility of the successful contractor(s) to maintain a current Certificate of Insurance with Knox County during the entire term of the contract.

3.14 INVOICING REQUIREMENTS: As several different departments may use this contract, please adhere to the following guidelines:

FOR KCSMO MAIL ALL INVOICES TO:
Knox County Schools Maintenance & Operations
Procurement Supervisor
900 East Fifth Avenue
Knoxville, Tennessee 37917

FOR KNOX COUNTY MAIL ALL INVOICES TO:
The address listed on the Purchase Order.

THE FOLLOWING GENERAL GUIDELINES APPLY TO ALL DEPARTMENTS. HOWEVER, EACH DEPARTMENT MAY HAVE ADDITIONAL OR SLIGHTLY DIFFERENT NEEDS, WHICH THEY WILL COMMUNICATE TO YOU.

3.14.1 TRACKING NUMBER: All invoices must have one of our tracking numbers on them or they will be returned. You will only have one number per invoice.

3.14.2 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)

3.14.3 SUBMIT ONE (1) ORIGINAL INVOICE AND ONE (1) COPY OF IT.

3.14.4 INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.

3.14.5 REVIEW OF INVOICES: Invoices will be reviewed for adherence to bid terms and/or the quotation.

3.14.6 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.

3.14.7 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.

3.14.8 UNPAID INVOICES: If invoices are unpaid after thirty (30) days, please contact Robby Speegle (KCSMO) at 865.594.3633 to ascertain their status. For the Knox County Schools Facilities Department, contact Kristi Flanigan at 865.594.1558.

3.15 MATERIAL/LABOR QUALITY: Unless otherwise specified, all materials must be of a commercial grade or better.

3.16 NEW MATERIAL: Unless specified otherwise in the bid package, Contractor(s) must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of the bid. Refurbished or remanufactured materials **will not** be accepted.

3.17 NEWS RELEASES BY CONTRACTORS: 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.

3.18 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 Bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

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

3.20 PRICING: Bidders must quote a firm fixed price for the items noted herein. The price may not change during the term of the Contract. However the Contractor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the Contractor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the Contractor may:

3.20.1 Continue with existing prices

3.20.2 Not accept the renewal offer

3.20.3 Request a lower price increase

If a price increase is approved by Knox County and Knox County Schools Maintenance & Operations (KCSMO), the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally. Any price increase shall not exceed the Consumer Price Index (CPI) for all Urban Consumers. However, vendor must submit proof of price increase.

3.21 QUANTITIES: Knox County does not guarantee any quantities of items or services to be purchased. Knox County will purchase these items or services on an as-needed basis.

3.22 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.

- 3.23 REMOVAL OF VENDORS' EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced 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.
- 3.24 REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:
- 3.24.1** That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and
 - 3.24.2** That the firm is familiar with all Federal, State, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to, any special acts relating to the work or to the project of which it is a part; and
 - 3.24.3** That such temporary and permanent work required by the Contract Documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and
 - 3.24.4** That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.
- 3.25 RIGHT TO SEPARATELY BID PROJECTS:** KCSMO reserves the right to separately bid any project when it is in their best interest.
- 3.26 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.
- 3.27 SCHEDULING OF WORK:** Vendor(s) shall cooperate with officials in performing work so that interference with the normal program will be held to a minimum. Work will normally be scheduled for regular work hours and not for overtime hours.
- 3.28 SIGN-IN FOR KNOX COUNTY SCHOOLS:** Vendors must sign the Vendor Check-In Log at each school site where work is to be performed. Ask for the "Maintenance & Contractor's Sign-in Book" in the office area. Failure to sign-in will negate KCSMO responsibility to pay the resulting invoice. Vendors do not have to sign-in if the office area of the facility is locked.
- 3.29 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.
- 3.30 SUB-CONTRACTORS:** Bidders are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.
- 3.31 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **December 10, 2020 by 4:30 pm**. Submit questions as noted in Section 1.1.
- 3.32 VALUE ADDED RELATIONSHIP:** Knox County and KCSMO intend for this bid to result in a relationship with a vendor. Knox County and KCSMO desire a long-term relationship with a Contractor in which common goals are shared. Among those goals are:
- 3.32.1** Fair and equitable treatment of Contractor and County.
 - 3.32.2** Contractor expertise in methods of cost reduction. Contractors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification, without compromising safety of equipment.
 - 3.32.3** Contractor involvement in the School system or a specific school on a non-business basis. One example is involvement with the Knox County Schools Teacher Depot. The Teacher Depot accepts the donation of equipment and supplies for distribution to teachers.

- 3.33 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 SCOPE OF WORK

- 4.1 ANNUAL INSPECTIONS:** On an annual basis, the successful bidder must perform the following services:

4.1.1 FULL SPEED TEST: The Bidder must perform a full load, full speed test of all safety mechanisms, overhead speed governors, car and counterweight buffers (oil buffers only).

4.1.2 CONTROLLERS: Clean and check fuses and fuse holders. Replace when required. Inspect dampening motor.

4.1.3 HOIST MACHINES:

- Inspect the brake, brake drum, drive sheave.
- Remove, clean and lubricate DC brake cores. Clean or replace brake shoes if necessary.
- Check pivot pins for free movement.
- Change sleeve-bearing oil.
- Blow out machine with air pressure.
- Check armature or rotor clearance.
- Grease roller bearings.

4.1.4 MG SETS:

- Blow out machine with air pressure.
- Check armature or rotor clearance.
- Grease roller bearings.
- Change oil in the sleeve bearing.
- Check MG set connections.

4.1.5 CAR:

- Check car enclosure steadying device.

4.1.6 HOISTWAY:

- Check wear and insulation on traveling cables.
- Check junction box connection.
- Clean hoistway, separator beams, guide rails, door guide channels, et cetera.

4.2 CLEANING: Bidder shall provide the following cleaning services. Guide rails, overhead sheaves and beams, counterweight frames, top of cars, bottom of platforms and machine room floors shall be brushed clean. All accumulated rubbish shall be removed from the pits.

4.3 ELEVATOR MAINTENANCE: Bidder shall furnish all labor, equipment and supplies necessary to maintain, repair, inspect, clean adjust and lubricate elevators and to replace defective parts, in accordance with all the terms, conditions, provisions and specifications contained herein. This includes performing all safety tests as required by the American Standard Safety Code for Elevators. During the inspection visit, the Bidder shall clean, adjust and lubricate equipment as specified below, determine the nature and extent of any trouble required to restore the elevators to satisfactory service and if the conditions warrant, furnish and install parts listed below. All equipment, materials and installation shall conform to the following codes:

4.3.1 ANSI, A 17.1 The American National Standard Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks.

4.3.2 A 17.2 American Standard Practice for the Inspection of Elevators, Inspectors Manual.

4.3.3 National Fire Protection Association (NFPA) Code.

4.3.4 The Bidder shall examine safety devices and governors periodically and conduct an annual no load test and shall perform a full load, full speed test of the safety mechanisms, overhead speed governors, car and counterweight buffers. The car balance shall be checked electronically and the governors set. If required, the governor shall be recalibrated and sealed for proper tripping speed.

These tests shall comply with the requirements of the American Standard Safety Code for Elevators and shall be witnessed by a KCSMO representative. All testing shall be such as to permit annual licensing by the jurisdiction having authority.

- 4.4 EQUIPMENT PERFORMANCE STANDARDS:** The elevators shall be adjusted to meet the following performance standards and shall maintain these standards for the term of the Contract.
- 4.4.1 Floor-to-floor time shall be as determined from building parameters and shall be measured from the time a car leaves a typical floor, travels one floor up and down and the doors are 3/4 open.
 - 4.4.2 Door times shall be in accordance with current elevator standards. Reference: American Standards Safety Code ANSI A 17.1.
 - 4.4.3 Leveling accuracy under all load conditions shall be plus or minus 3/8 of an inch.
 - 4.4.4 Elevators starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps. Full speed riding used as a guide and checklist by the serviceperson who shall initial the work schedule form when scheduled inspections are performed.
- 4.5 EXCLUSIONS:** The following type of work is specifically excluded from the Contract:
- 4.5.1 Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Bidder, Bidder's employees or Bidder's Subcontractor.
 - 4.5.2 Repairs or replacements of building items, such as hoist-way or machine room walls or floors, car enclosures, car finish floor material, hoist-way entrance frames, doors and sills, telephone equipment and signal fixture face-plates.
 - 4.5.3 Mainline and auxiliary disconnect switches, fuses and feeders to control panels.
 - 4.5.4 Lamps for car and machine room illumination.
 - 4.5.5 Hydraulic elevator underground piping and casting.
 - 4.5.6 Cleaning and refinishing of the interior of car and exterior of hoist-way doors and frames.
- 4.6 HOUSEKEEPING STANDARDS:** The Bidder must maintain good housekeeping practices on each elevator. Additionally, the Bidder must keep the exterior of all elevator machinery and all other parts subject to rust, properly painted and presentable at all times.
- 4.7 INITIAL INSPECTION REPAIR AND TESTING:** The Bidder must, within thirty (30) days of being issued an award, test the safety features of all elevator equipment. This includes but is not limited to:
- 4.7.1 Conducting no load, hand free safety tests on all elevators.
 - 4.7.2 Servicing and adjusting brakes.
 - 4.7.3 Servicing and adjusting overload relays on all elevators.
 - 4.7.4 Adjusting door operation on all elevators to assure that they are within the latest edition of ANSI A17.1 Code requirements.
 - 4.7.5 Conducting hydraulic elevator relief valve cutoff pressure tests per the latest edition of ANSI A17.1, 1971 Rule 1006A on all hydraulic elevators.
 - 4.7.6 Replacing all defective components.
- 4.8 LUBRICATION AND ADJUSTMENT:** Bidder shall provide cleaning, lubrication and adjustment service. When and as required, the machines, brakes, motors, generators, controllers, relay panels, selectors, exhaust fans mounted on the car, leveling devices, operating devices, switches on car and in hoist-way and car door sills, hangers for all doors and car doors or grates, signal system, car safety device governors, tension frames and sheaves in pit shall be cleaned, lubricated and adjusted. All sheaves, bearings and hoist-way ropes shall be lubricated, machine stuffing box and bearing on motor-operated brakes shall be repacked and gear cases and guide lubricators shall be refilled when required.
- 4.9 MATERIALS TO BE FURNISHED:** All necessary parts, lubricants, cleaning supplies and tools necessary to perform the work described herein shall be furnished by the successful bidder at its expense. All lubricants shall be as recommended by the manufacturer of the equipment or of equal or better quality and grade.
- 4.9.1 The successful bidder shall keep an adequate supply of contact switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses and other parts which are required for prompt replacement, together with an adequate supply of lubricant and wiping rags. The use of dirty, contaminated or deteriorated lubricants is not permissible. The Bidder shall properly dispose of, waste lubricants, within eight hours after removal from an elevator or one of its components.
 - 4.9.2 Bidder shall certify that major machine components such as motor elements machine assemblies, worms and gears and other special parts, not stocked locally, can be delivered by air freight within forty-eight hours should emergency conditions warranty. Any such deliveries shall be at no additional cost to KCSMO.

- 4.9.3** All parts furnished and/or installed by the Bidder shall be genuine replacements, made especially for the make of elevator on which they are being used, unless substitution is specifically approved by KCSMO prior to installation.
- 4.10** **MONTHLY INSPECTIONS/PREVENTATIVE MAINTENANCE:** Bidder shall provide the following monthly inspection or maintenance services, as applicable:
- 4.10.1** All passenger and service type elevators, shall be inspected monthly and repaired and/or lubricated as required, with a minimum time spent of one hour per elevator per month.
- 4.10.2** All hydraulic elevators shall be inspected monthly and repaired/lubricated as required, with a minimum time spent of one-hour service monthly per hydraulic elevator.
- 4.10.3** Contact the official KCSMO contact person concerning elevator complaints or concerns.
- 4.10.4** Contact the responsible building personnel concerning elevator complaints or concerns.
- 4.10.5** Ride all elevators and check for unusual noises or operations.
- 4.10.6** Correct all malfunctions and/or complaints noted.
- 4.10.7** **CONTROLLER:** Check the controller and supervisory relays and contacts for dispatching and for proper operation.
- 4.10.8** **HOIST MACHINE:**
- Check the sleeve bearing oil in the hoist machine.
 - Clean dirt and dust from the exterior surface of machines.
- 4.10.9** **HOISTWAY:** Check hall button operation.
- 4.10.10** **MG:** In the MG sets, renew or reseal brushes as required. Clean dirt and dust from the exterior surface of MG sets.
- 4.10.11** **SIGNAL AND DISPATCHING SYSTEM:** Check the signal and dispatching system for burned out lamps or gongs in the starters control indicator panel, car operating panel, et cetera. Replace lamps as needed. Observe dispatching, dispatching intervals, and the high and low call reversal circuits. Make corrections where necessary.
- 4.10.12** **CAR:** Check the photocells and safety edges for door retraction and obstruction timing. Replace when requested. Inspect car door operation.
- Clean, adjust or replace pulleys, shafts, key ways, belts, cams, motor bushes, et cetera as needed.
 - Lubricate where required.
 - Clean door guide channels.
- 4.10.13** **PIT:** Clean the pit and ironwork located within the pit. Empty the drip pan from the pit.
- 4.10.14** **HYDRAULIC MACHINES:** Wipe up any oil residue around the hydraulic machines/pumping units. Maintain the oil at the proper level in the tank.
- Check for excessive leakage around the valves and pumps.
- 4.10.15** **SELECTOR:** Adjust and/or replace the selector brushes and contacts.
- 4.10.16** **JACK ASSEMBLY:** Check the packing gland for excessive oil leakage. Tighten or repack if necessary. Check the plunger for signs of leakage or deterioration. Clean the packing gland.
- 4.11** **QUARTERLY INSPECTIONS:** On a quarterly basis, the Bidder must perform the following services:
- 4.11.1** **SELECTOR:** Lubricate selector cable sheaves.
- 4.11.2** **HOIST MACHINE:** Observe worms and gears for endplay, back lash, thrust and any bearing wear in the machine. Renew or reseal brushes as required. Clean and/or turn and under cut commutators.
- 4.11.3** **MG SETS:** Clean and/or turn and under cut commutators.
- 4.11.4** **CAR:** Check the alarm bell and the communication system.
- Check the leveling unit, the retiring cam device, chain, dash dots, pivots, fastening, et cetera. Inspect and clean the car door or gate and related parts.
- 4.11.5** **HOISTWAY:** Check the leveling switches and leveling operation.
- Lubricate the cup oil type sheave bearings.
 - Check the hoistway lighting.
 - Replace bulbs where necessary.
- 4.11.6** **EMERGENCY OPERATION:** Test the car's emergency lights.
- 4.11.7** **ROPES:** Check all ropes, grooves, hitches and equalize tension.
- Lubricate where necessary.
 - Advise KCSMO if the rope should be shortened or replaced.
 - Check the ropes, clamps and shackles.
 - Check compensating chain or rope and hitches.

4.11.8 HYDRAULIC MACHINES/PUMPING UNITS:

- Check the tension and wear of “V” belts.
- Inspect the flexible hoses and connections.

4.11.9 JACK ASSEMBLY: Check the platen bolts for cracks and tightness.

4.12 RECORDS:

4.12.1 Bidder shall keep an approved copy of all work schedules on display in the respective elevator equipment rooms. The schedules will be maintained throughout the year and used as a guide and checklist by the serviceman who shall initial the work schedule form when scheduled inspections are performed.

4.12.2 Bidder shall maintain an accurate and complete log of all work performed in addition to routine inspections. The log shall include emergency call back service describing the nature of all complaints and their resolution.

4.12.3 Bidder shall maintain an as-built record of all system modifications. This record shall be delivered to KCSMO at the expiration/termination of the Contract. Final payment will be withheld until these records and prints are received and verified by KCSMO.

4.13 REGULAR SERVICE HOURS: Regular services and scheduled repairs must be performed during regular KCSMO business hours (7:30 a.m. to 6:00 p.m.) Monday through Friday excluding those holidays recognized by Knox County Schools.

4.14 REPAIR AND REPLACEMENT PARTS INCLUDED IN THE AWARD: Include, but are not necessarily limited to the following:

- 4.14.1** Brake magnet coils and stators.
- 4.14.2** Brake shoes and linings.
- 4.14.3** Controller, selector and dispatching equipment.
- 4.14.4** Relays, resistors, condensers and transformers.
- 4.14.5** Contacts, leads, dashpots and timing devices.
- 4.14.6** Steel selector tapes and mechanical and electrical driving equipment.
- 4.14.7** Governor, governor sheave and shaft assembly.
- 4.14.8** Governor bearing, contacts and governor jaws.
- 4.14.9** Governor tension and sheave assembly.
- 4.14.10** Counterweight and counterweight guide shoes including the rollers or gibes.
- 4.14.11** Hoistway door interlocks and hangers.
- 4.14.12** Car door guides, sill guide tracks and auxiliary door closing devices.
- 4.14.13** Car door hangers, contact and power operator.
- 4.14.14** Car guide shoes, gibes or rollers.
- 4.14.15** Hydraulic pumps, valves and pistons.
- 4.14.16** Packing for hydraulic jacks.
- 4.14.17** Drive belts and sheaves.
- 4.14.18** Leveling devices.
- 4.14.19** Push buttons and indicator lamps.
- 4.14.20** Car lamps and ventilating fans.
- 4.14.21** Repair and adjustment of motor and gearing assemblies.

4.15 REPLACEMENT PARTS: When and as required, the Bidder shall furnish and install all replacement parts required to include those that may be required by federal, state or local entities. All parts shall be of the original manufacturer's design and specifications or equal thereto.

4.16 REPORTS: From time to time the Bidder will be asked to generate needed reports. Examples include but are not limited to, reports of maintenance and/or repair histories. KCSMO will expect prompt and legible reports. Any such cost for these reports is to be built into the costs asked for herein.

- 4.16.1** The awarded Bidder will provide a monthly service/status report to the KCSMO Procurement Supervisor. The report will include:
- a.** The date and time of each service/repair.
 - b.** The nature of the call (routine maintenance, repair or emergency) and a delineation of the service performed.
 - c.** The name of the technician providing the service.
 - d.** Other documentation as requested.

4.16.2 REPORT OF INSPECTION: Upon completion of services, the Bidder shall furnish a written report of each inspection. This report must include the date and times the inspector was at the location. Reports shall advise of any repairs or repair parts that are necessary to maintain the equipment in acceptable operating condition, as set forth in these specifications.

4.17 RESPONSE AND REPAIR TIME REQUIREMENTS:

- 4.17.1** Emergency: Any conditions which impedes the normal flow of traffic or can potentially negatively impact the health, safety and welfare of the public will be considered as an emergency. The names of persons authorized to call for emergency service shall be furnished by KCSMO. Calls for service in an emergency, as defined, must be responded to in person, within forty-five minutes. Service will be required twenty-four hours a day, seven days a week, holidays included. When a person is stuck in an elevator, response time shall be no longer than thirty minutes.
- 4.17.2** Non-Emergency: Maintenance service shall be performed as agreed upon KCSMO which will usually be during regular hours that are designated as 7:00 a.m. to 6:00 p.m., Monday through Friday (holidays excepted). Repairs must be completed within one business day.

Bidder must respond by telephone to all calls made for service within thirty minutes.

4.18 ROUTINE ELEVATOR MAINTENANCE CHECKLIST: The awarded Bidder must provide a routine elevator maintenance inspection checklist. The checklist shall be posted in the elevator equipment room and it shall be kept current. The elevator mechanic performing each inspection must initial and date all items on the checklist.

4.19 SAFETY EFFORTS: The Bidder must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Bidders of America. The Bidder shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

4.20 SCHEDULED TESTING:

- 4.20.1** The Bidder is responsible for testing of all safety devices, governors, et cetera, as required by the latest edition of the American Standard Safety Code of Elevators and Dumbwaiters at regular intervals.
- 4.20.2** All tests described herein, unless otherwise noted, must be performed at least every twelve months.
- 4.20.3** The Bidder must furnish KCSMO with an annual written report certifying that all elevators have been inspected and tested for compliance with the American Standard Safety Code. This statement of certification must itemize all tests performed and must indicate the results of said tests.
- 4.20.4** The Bidder must provide KCSMO's contact person with a copy of each inspection report.

4.21 SEMI-ANNUAL INSPECTIONS: On a semi-annual basis, the Bidder must perform the following services:

4.21.1 CONTROLLER:

- Check settings and the operation of overloads.
- Check the controller voltages.
- Check resistor tubes, grids, condensers, et cetera.

4.21.2 SELECTOR: Clean and lubricate the selector chains, guides, drives and drums.

4.21.3 HOIST MACHINE: Check the motor connections.

4.21.4 CAR:

- Replace the non-rechargeable emergency light batteries.
- Check the load-weighing device.
- Clean car tops and related hardware.
- Check and adjust car door up-thrust.
- Inspect guide shoes and roller guides. Lubricate if required.
- Inspect broken tape or cable switches.
- Check and test all safety devices.
- Check clearance for car safety shoes.
- Check stile channels, car frame and supports for bends and cracks.
- Check car operating panel, controls and switches. Clean and lubricate when necessary.

4.21.5 HOISTWAY:

- Inspect reed switches, limit switches, contacts and cam alignment.
- Check sheave fastenings, grooves.

- Lubricate grease type bearings.
- Check stiles for cracks, bends, loose nuts, et cetera.
- Inspect hoistway door guides and door closers.
- Clean door hangers, tracks and rollers.
- Adjust up-thrust where necessary.
- Clean and inspect counterweights, counterweight rope, fastenings, roller guides, guide shoes, et cetera.

4.21.6 PIT:

- Clean and lubricate the governor tail sheave.
- Check the oil levels in the buffers.
- Clean and lubricate the compensating sheave, selector and tail sheave.

4.21.7 EMERGENCY OPERATION:

- Activate the fireman's recall system.
- Test each elevator's emergency service.
- Activate the emergency hospital service system.
- Test the emergency power system.

4.21.8 GOVERNORS:

- Clean, lubricate and test for free movement of all governors.
- Manually extend governor weights to make sure there is no restriction in motion.

4.21.9 HYDRAULIC MACHINES/PUMPING UNITS: Lubricate motor bearings.

4.22 SERVICE MANUALS: Upon the end of the award, KCSMO shall retain all blueprints, wiring diagrams and all other pertinent data in the possession of the Bidder.

4.23 SUPPLEMENTAL SERVICES: On occasion, supplemental work, which is not covered by this agreement, may be requested. The cost shall be based on the hourly rates specified herein by the Bidder.

4.23.1 Due to renovations and other circumstances that may arise, KCSMO reserves the right to include or exclude one or more elevators listed herein. The awarded Bidder shall be notified, in writing, when a listed elevator is to be excluded.

4.23.2 Additional elevators may be added as needed and desired by KCSMO. Prices for these additional elevators will be negotiated with the awarded Bidder.

4.23.3 Any period less than one month shall be prorated.

4.24 UNSATISFACTORY PERFORMANCE: Bidder will have twenty-four hours, from notification, to correct any specific instances of unsatisfactory performance. If it is not corrected within the time specified, KCSMO shall have the immediate right to complete the work to its satisfaction and shall deduct its cost to cover from any balances due or to become due to the Bidder. Repeated incidences of unsatisfactory performance will result in immediate cancellation of the agreement for default.

4.25 BIDDER EXPERIENCE:

4.25.1 Bidder shall be an authorized representative of a manufacturer of elevators and dumbwaiters.

4.25.2 Bidder shall have a minimum of five years experience in the installation and service of elevators.

4.25.3 Technicians servicing elevators shall be journeymen mechanics, certified by the National Elevator Industry Incorporated or have five years documented service in repairing/maintaining elevators of the type and models shown. Such documentation shall be furnished upon request.

4.26 WORK EXCLUDED FROM THIS AWARD:

4.26.1 Replacement of car enclosure, framing, flooring or carpeting.

4.26.2 Replacement of car guide rails.

4.26.3 Replacement of door panels on cab or hoistway opening.

4.26.4 Repairs to hoistway structure including the landing sills.

4.26.5 Repainting or redecorating the car enclosures or doors.

4.26.6 Renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the Bidder or his representatives or employees or by reasons of any other cause beyond the control of the Bidder. This does not include ordinary wear and tear.

4.26.7 The installation of new attachments as may be recommended or directed by insurance companies or by federal, state, municipal or other authorities having jurisdiction.

4.26.8 The replacement of the jack cylinder and/or casing.

4.26.9 The extension of electric power supply to equipment ahead of the main switch which controls that equipment.

4.26.10 Replacement of mainline and auxiliary disconnect switches, fuses and feeders serving the control panels.

- 4.27 LOCATION BOOK:** Within six months after the commencement of the contract, the Contractor shall prepare a book of the locations it services. Contractor shall update Location Book at least every six months (if needed). KCSMO will provide the floor plans. Such book shall indicate:
- 4.27.1** The site
 - 4.27.2** A floor plan with sufficient detail to show hallways and rooms
 - 4.27.3** The location of lifts and/or elevators
 - 4.27.4** The elevator number, model and manufacturer
 - 4.27.5** Other relevant information

4.28 INSTALLATION OF VERTICAL PLATFORM LIFT MODEL:

- 4.28.1** All materials and labor necessary to complete the installation of the vertical platform lift. Obtain all information affecting work at job site. Include verification of field dimensions, anchoring and storage. Verify voltages and outlets on electrical drawings.
- 4.28.2** Unit shall be designed and manufactured in accordance with the ICC/A117.1, NEC and ASME A18.1 guidelines for vertical platform lifts in public places. All designs, clearances, construction, workmanship and installation shall be in accordance with the requirements and code adopted by the authority having jurisdiction. The platform lift shall be subject to local city and state approval prior to and following installation.
- 4.28.3** The product described to be manufactured by National Wheel-O-Vator, is a Vertical Platform Lift consisting of a machine tower with lifting platform, selected and dimensioned to provide adequate lifting height to suit the individual building requirements. The lift can be used either indoors or outdoors to vertically transport a wheelchair user or mobility-impaired person up and over a barrier thus creating access to or within a building.
 - ◆ Rated Load: 750 pound capacity
 - ◆ Travel Speed: 20 feet per minute
 - ◆ Lifting Height:
 - ◆ Platform Size: 37" x 51", with non-skid surface
- 4.28.4** Submit drawings or manufacturers literature for approval. Drawings shall show dimensional and wiring requirements.
- 4.28.5** Manufacturer: Company with not less than 20 years of experience in the design and fabrication of vertical platform lifts. Manufacturer and authorized dealer shall work with architects, engineers and contractors to adapt the platform lift product to the design and structural requirements of the building, site, and code requirements.
- 4.28.6** Unit shall have a four year limited parts warranty on the basic unit, including all electrical and drive system components.
- 4.28.7** Maintenance of the platform lift unit shall consist of regular cleaning of the unit and regular inspection at intervals not longer than every 6 months. Rule 10.2.1 of ASME A 18.1 requires all Vertical Platform Lifts be inspected every six months.
- 4.28.8** Fabrication
 - ◆ Platform shall be constructed of 12-gauge minimum zinc clad steel. If unit is not installed in a 3-inch pit, a stationary ramp shall be provided that extends under the lower landing gate/door.
 - ◆ Platform side panels must be 42" high. Side panel framework shall be a minimum of 1" x 1 ½" x .068 steel tubing for indoor units and 1x 1 ½ x .125 aluminum tubing for outdoor units. Solid infill panels shall be a minimum of 24-gauge zinc clad steel.
 - ◆ The mainframe support tubing shall be a combination of square and rectangular tubing with a minimum .120 wall thickness.
 - ◆ Carriage platform supports shall be a minimum of 1' x 2" steel flat bar and carriage uprights shall be a minimum of 1/2" thick steel flat bar. Cam rollers shall be used for axial carriage guidance and cam followers with wear pads shall be used for horizontal stability. Cam rollers shall be supported by a minimum 6.25#/ft. "T" rail.
 - ◆ Loaded fasteners shall be grade five or higher. Locking fasteners shall be used in all critical locations.
 - ◆ The removable machine tower sides shall be of 18 gauge zinc clad steel, front and back covers of a minimum of 18 gauge zinc clad steel minimum. The machine tower shall be one piece. As an option, the tower can be split at 69" from the bottom.
 - ◆ Drive means shall be 1:2 roller chain hydraulic equipped with a type "a" instantaneous slack chain safety device. The safety device linkage shall be made of stainless steel.
 - ◆ The hydraulic connections shall be metal and have rated pressures that withstand the working pressure times the appropriate safety factor.
 - ◆ The operating control circuit shall be 24 volt.

- ◆ Finish shall be electro statically applied powder coating, oven baked to cure.
- ◆ The control system and optional batteries shall be serviceable with platform at bottom landing without need to remove platform side panels.
- ◆ Color shall be selected from manufacturer's standard color or optional colors.
- ◆ A constant pressure up/down control switch shall be installed at each landing level and on the platform.
- ◆ Lift shall have an enclosure framework of 1 ½" square steel tubing for indoor units, 1 ½" square aluminum tubing for outdoor units and shall have enclosure panel infill of ¼" clear or smoked acrylic panels. The enclosure shall extend a minimum of 42 inches above the actual lifting height of the unit, which prevents access to the underside of the platform.
- ◆ Lift shall be equipped with a 42" minimum high upper landing gate and a lower landing gate which remains at lower level to prevent access to the underside of the platform while in the raised position. Gate framework is steel tubing for indoor units, aluminum tubing for outdoor units with panel infill of ¼" clear or smoked acrylic panels. All gates shall have combination mechanical lock with positive opening electrical contacts.
- ◆ An emergency stop/illuminated alarm switch shall be provided on the car as a means of signaling for assistance in the event of an emergency. The alarm shall also sound if a gate/door lock fails to latch.
- ◆ A grab rail shall be provided on the platform.
- ◆ The lift shall use 120V single phase as its standard power supply. 208V or 240V single phase input is also available as its power source.
- ◆ The hydraulic pump unit shall include a 24 Volt DC motor with an adequate size oil reservoir for full piston stroke.
- ◆ A manual lowering device shall be located at top of tower on upper landing side.
- ◆ Unit to be equipped with the "simplex" base and carriage design, which allows the carriage to be folded to reduce the shroud and carriage width to 19" for ease of installation, without removal of any carriage attaching bolts.
- ◆ Unit must be trial assembled and tested in factory before shipment.

4.28.9 Accessories

- ◆ A 24V DC, fail secure electric strike that contains electric contacts to insure the door is both closed and locked shall be provided. (This option is required when flush mounted door and frames are provided by others.)
- ◆ A Power vent system, with a thermostatically controlled (90 Degree F), is to be provided when the enclosure extends upward to accommodate a roof structure.
- ◆ Optional platform configurations. 90 Degree; enter exit same side; 3 level- Power operators required by A117.1 larger platform may be required by (A.H.J)
- ◆ Optional batteries for standby lowering only or standby raise/lower can be supplied. A 3 stage waterproof charger shall keep batteries ready for standby.
- ◆ The battery system shall have a lockable DC Rated disconnect between the batteries and pump. (provided by the mfg. or dealer at extra cost)

4.29 NON-PROPRIETARY EQUIPMENT: No proprietary equipment or software shall be used on any elevators within the Knox County School System. Elevators must be left where any vendor can work on the elevator.

BIDDERS NEED NOT RETURN PAGES 1-17 WITH THEIR BID.

SECTION V VENDOR INFORMATION FOR BID #3011, ELEVATOR INSPECTION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor Name _____

5.2 Vendor Address _____

City _____ State _____ Zip _____

5.3 Telephone Number _____ Fax Number _____

5.4 Vendor Number As Assigned By The Knox County Procurement Division _____

5.5 Contact Person _____

5.6 Contact Person's Email _____

5.7 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)

5.8 Vendor's Knox County Business License Number _____
(If Applicable) *Attach A Copy Of The License.*

5.11 Bidder Offers A Discount Of _____ % If Payment Is Made Within 30 Days.

5.12 Vendor certifies that the Materials and Equipment Bid is neither Refurbished nor Remanufactured.

Signed: _____

5.13 May other Government Agencies in Tennessee purchase these products and services at the same prices as per section 1.11 of this bid? Yes _____ No _____

5.14 Will you accept Credit Card payments as per section 1.19? Yes _____ No _____

5.15 Did you include the Criminal History Records Check as per section 2.7? Yes _____ No _____

5.16 Did you include the insurance checklist as per section 3.13? Yes _____ No _____

5.17 List of Major Equipment Owned (you may attach a list if needed):

5.18 Capabilities:

Staff Size _____

On site Technicians _____

5.19 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 _____ **Addendum 2** _____ **Addendum 3** _____ **Addendum 4** _____

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

With Exceptions _____

SECTION VI PRICING FOR BID #3011, ELEVATOR INSPECTION AND REPAIR SERVICES

Vendor Name: _____

	Mechanic Cost per Hour	Helper Cost per Hour
6.1 Non-covered, non-emergency repairs during regular hours	\$	\$
6.2 Non-covered emergency repairs during regular hours	\$	\$
6.3 Cost per hour to install Chair Lifts	\$	\$
6.4 Cost for monthly Maintenance/inspection per Passenger Elevator	\$	
6.5 Cost for monthly Maintenance/inspection per Hydraulic/Chair Lift	\$	
6.6 Parts not covered (including new elevators or lifts) by this agreement will be sold to KCSMO at _____ percent plus cost to Bidder.		

Price should include per month charges (by unit) for preventative maintenance/inspection. This includes the monthly, quarterly, semi-annual and annual inspection and repair services and materials and equipment as specified herein.

If submitting electronically, bidders must attach Sections V and VI with their electronic response.

The following shows the elevators and lifts to be serviced. Knox County reserves the right to add or delete locations on an as needed basis as per Section 3.3.

A. L. Lotts Elementary	Lift
Amherst Elementary	Elevator
Austin East	Lift
Austin East	Elevator
Ball Camp Elementary	Elevator
Bearden Elementary	Elevator
Bearden Middle	Elevator
Bearden High	Lift
Bearden High	Elevator
Beaumont Magnet	Lift
Beaumont Magnet	Elevator
Belle Morris Elementary	Lift
Belle Morris Elementary	Elevator
Blue Grass Elementary	Elevator
Carter Middle	Elevator
Carter High	Lift
Carter High	Elevator
Cedar Bluff Elementary	Elevator
Cedar Bluff Middle	Elevator
Central High	Lift
Central High	Elevator
Chilhowee Intermediate	Lift
Chilhowee Intermediate	Elevator
Christenberry Elementary	Elevator
Fair Garden Preschool	Elevator
Farragut Primary	Elevator
Farragut Intermediate	Elevator
Farragut Middle	Elevator
Farragut High	Lift
Farragut High	Elevator
Fort Sanders Development Center	Elevator
Fountain City Elementary	Lift
Fountain City Elementary	Elevator
Fulton High	Elevator
Green Elementary	Lift
Green Elementary	Elevator
Gresham Middle	Lift
Gresham Middle	Elevator
Halls Middle	Elevator
Halls High	Lift
Halls High	Elevator
Hardin Valley Middle	Elevator
Hardin Valley Academy	Elevator
Holston Middle	Lift
Holston Middle	Elevator
Inskip Elementary	Lift
Karns Elementary Annex	Lift
Karns Middle	Elevator
Karns High	Elevator
L & N Stem Academy	Elevator
Mt. Olive Elementary	Elevator
Northwest Middle	Lift
Northwest Middle	Elevator
Norwood Elementary	Lift
Pleasant Ridge Elementary	Lift
Ridgedale Alternative	Elevator
Ritta Elementary	Lift

Ritta Elementary	Elevator
Sarah Simpson Prof Develop Center	Lift
Sarah Simpson Prof Develop Center	Elevator
Sequoyah Elementary	Lift
Sequoyah Elementary	Elevator
Shannondale Elementary	Elevator
South Doyle Middle	Lift
South Doyle Middle	Elevator
South Doyle High -	Main Elevator
South Doyle High - Young	Elevator
South Knox Elementary	Lift
Spring Hill Elementary	Lift
Vine Middle	Elevator
West High	Elevator
West Valley Middle	Elevator
Whittle Springs Middle	Lift
Whittle Springs Middle	Elevator

**KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3011**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																						
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																						
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																						
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	X	ANY AUTO-SYMBOL (1)											COMBINE SINGLE LIMIT (Per -Accident) \$1,000,000 BODY INJURY (Per -Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)										
X	ANY AUTO-SYMBOL (1)																								
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px;"></td> <td style="width: 100px;">CLAIM MADE</td> <td style="width: 20px; text-align: center;">X</td> <td style="width: 20px;"></td> <td style="width: 20px;">OCCUR</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">POLICY</td> <td style="width: 20px;"></td> <td style="width: 20px;">PROJECT</td> <td style="width: 20px;"></td> <td style="width: 20px;">LOC</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		CLAIM MADE	X		OCCUR						X	POLICY		PROJECT		LOC							LIMITS EACH OCCURRENCE \$1,000,000 FIRE LEGAL LIABILITY \$100,000 MED EXP (Per person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE \$2,000,000
	CLAIM MADE	X		OCCUR																					
X	POLICY		PROJECT		LOC																				
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																						
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																						
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																						
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																						
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																						
		PROFESSIONAL LIABILITY																							
NO	10.	<table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px;"></td> <td style="width: 100px;">ARCHITECTS & ENGINEERS</td> <td style="width: 20px;"></td> </tr> <tr> <td style="width: 20px;"></td> <td style="width: 100px;">ASBESTOS & REMOVAL LIABILITY</td> <td style="width: 20px;"></td> </tr> <tr> <td style="width: 20px;"></td> <td style="width: 100px;">MEDICAL MALPRACTICE</td> <td style="width: 20px;"></td> </tr> <tr> <td style="width: 20px;"></td> <td style="width: 100px;">MEDICAL PROFESSIONAL LIABILITY</td> <td style="width: 20px;"></td> </tr> </table>		ARCHITECTS & ENGINEERS			ASBESTOS & REMOVAL LIABILITY			MEDICAL MALPRACTICE			MEDICAL PROFESSIONAL LIABILITY		\$1,000,000 PER OCCURRENCE/CLAIM \$2,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM										
	ARCHITECTS & ENGINEERS																								
	ASBESTOS & REMOVAL LIABILITY																								
	MEDICAL MALPRACTICE																								
	MEDICAL PROFESSIONAL LIABILITY																								
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																						
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																						
NO	13.	MOTOR CARGO INSURANCE																							
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																						
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE; \$500,000 COLLISION																						
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																						
NO	17.	DISHONESTY BOND	\$																						
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																						
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																						

- 20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.
- 21. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.
- 22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
- 23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
- 24. OTHER INSURANCE REQUIRED _____.

25. THE CONTRACTOR AGREES TO SAVE, DEFEND, KEEP HARMLESS, INDEMNIFY AND PAY ON BEHALF OF THE COUNTY AND ALL OF ITS AGENTS AND EMPLOYEES (COLLECTIVELY THE COUNTY) FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OF THE AGREEMENT TERMS ON ITS OBLIGATIONS UNDER THE AGREEMENT.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

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

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: _____