

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Full Services and Preventative Maintenance of UPS Units** as specified herein. Bids must be received by **2:00 p.m. on April 4, 2023**. Late bids will be neither considered nor returned.

Deliver Bids To:

**Bid Number 3388
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917**

The Bid Envelope must show the Company Name, Bid Number, Bid Name and 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 or emailed to jay.garrison@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current bids 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 Bid (IFB).
- 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, line item basis or schedule basis. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.
- 1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering submittals, 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, nor will Knox County be responsible for submittals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Responses 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 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in their bid.

Or Equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the County. It shall be the responsibility of the bidders, including bidders whose product is referenced; to furnish with their bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of their bid.

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 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 sub-contract 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, CPPB, Administrator of Business Outreach
Knox County Procurement Division
Telephone: 865.215.5760
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 regarding solicitations and closures:

- 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 COPIES: Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No additional copies are needed if submitting electronically.

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 will result in the bid being considered non-responsive and disqualified.

1.13 DESCRIPTIVE LITERATURE: Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors may also be requested to provide descriptive literature with their bid.

1.14 ELECTRONIC TRANSMISSION OF BIDS: Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Facsimile and email submission are strictly prohibited. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

1.15 HOW TO DO BUSINESS: Knox County utilizes a web-based Procurement software system, "KnoxBuys." 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, "KnoxBuys," 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 INCURRED COSTS: Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

- 1.17 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.18 **NON-COLLUSION:** Bidders, 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.
- 1.19 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via email. 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 with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their bid response if the vendor will accept Knox County's 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:** Vendors 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 vendor's ability.
- 1.23 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being 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 **March 17, 2023 at 4:30 p.m. local time.** These requirements also apply to specifications that are ambiguous.
- 1.25 **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, the vendor acknowledges and accepts the terms and conditions stated in the bid document. 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/services and the vendor's 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 comparable customers receive.
- 1.28 **TITLE VI OF THE 1964 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 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.29 **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 bidder's 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 On-Line 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 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 five (5) 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 not 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 that 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 **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.
- 2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

- 2.9 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.
- 2.10 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 sub-contractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its sub-contractors, suppliers, agents or employees.
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 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.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 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, sub-contractor 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) Contract, (2) Invitation for Bid, (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, and 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 and warehoused.
- 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 or proposal and signature, 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 any time upon written notice of thirty (30) calendar days. 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 upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to obtain Full Service and Preventative Maintenance for Uninterruptable Power Source Units for Knox County and the Knox County Emergency Communications District (E911). Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality, and other factors detailed herein.
- 3.2 ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of products or services that are provided. Acceptance required a specific action by Knox County so stating.
- 3.3 ADDITIONS OR DELETIONS OF GOODS:** Knox County reserves the right to add or delete goods or services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.4 AUTHORIZED DEALER/RESELLER/INSTALLER:** Bidders must submit, with their bid, signed written factory documentation that they are authorized dealers/resellers and installers for the product they are bidding. If bidder is the manufacturer of the product they are bidding, a signed statement stating that fact must be included with their bid. **Failure to comply with this request may be just cause for rejection of their bid.**
- 3.5 AWARD STATUS:** Knox County initially intends to issue a one (1) year award for the service. Upon the mutual agreement of the Vendor and Knox County Emergency Communications District, the award may be extended for four (4) additional years, one (1) year at a time for a total of five (5) years. The renewal option is at the discretion of Knox County. Should Knox County desire not to renew, no reason needs to be given provided that Knox County notifies the vendor in writing of its intention to do so at least thirty (30) days prior to the Contract expiration date. Knox County reserves the right to purchase these 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.
- 3.6 BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 3.7 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.
- 3.8 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.
- 3.9 CERTIFICATIONS:** Vendor **must** include with the bid response all current factory training certificates and factory training records for all UPS units included in this bid.

3.10 CHANGES AFTER AWARD: It is possible that after award 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.

3.11 COMMUNICATIONS: The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone number, and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.12 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.

3.13 CONTRACT EXECUTION: The award of this bid will result in a Contract between the Knox County Emergency Communications District and the successful vendor. The Knox County Procurement Division will draft this Contract and no vendor forms, (i.e. Terms and Conditions, service agreements, or standard company forms, etc.) will be accepted as Contract attachments.

3.14 CONTRACTOR'S RESPONSIBILITIES: At their own expense, the Contractor(s) shall:

3.14.1 Provide qualified supervision;

3.14.2 Provide qualified workers;

3.14.3 Perform work without unnecessarily interfering with Knox County activities or other Contractor(s).

3.15 DRUG-FREE WORKPLACE: If **Contractor** has five 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 required by Public Acts, 2000, Chapter 918. **Contractor** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

NOTE: For the purposes of this solicitation, the Contractor shall be a certified drug-free workplace.

3.16 EVALUATION CRITERIA: The following criteria will be the basis for award:

Price

100 points

3.17 EVALUATION REVIEW: Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the bid process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated vendor. This information may be appended to the bid evaluation process results. Information on a vendor from reliable sources, and not within the vendor's bid, may also be noted and made a 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, which is in the best interest of Knox County.

3.18 GRATUITIES AND KICKBACKS: It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a sub-contractor under a contract to the prime contractor or higher tier sub-contractor or a person associated therewith, as an inducement for the award of a sub-contract or order.

Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or sub-contractor under Knox County contracts.

3.19 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 their bid. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) with the appropriate coverage and naming Knox County as additional insured. It will be the responsibility of the Contractor to keep a current COI on file with Knox County at all times.

3.20 INTERPRETATION: No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.21 INVOICING: It is preferred, where possible, that invoices be submitted electronically. Information will be provided to the successful bidder(s) to establish this protocol. When mailing is the only alternative, submit one original invoice and one copy to:

Technical Services Manager
Knox County Emergency Communications District
605 Bernard Ave
Knoxville, TN 37921

THE INVOICE MUST SHOW:

The purchase order number and an itemized listing of the charges.
(INVOICES WHICH DO NOT SHOW THIS INFORMATION ARE SUBJECT TO REJECTION.)

Invoices shall be original, uniquely pre-numbered and white.

3.22 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 consent from Knox County.

3.23 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. Vendors may be required to sign an affidavit to this policy.

3.24 OFFER WITHDRAWAL: No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division prior to the time set for the opening of bids or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bid.

3.25 PRICING: The vendor(s) warrants that the unit price stated shall remain firm for a period of one (1) year from the first day of the Contract period. If the vendor's price is increased after the second term, 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 written documentation tied to the Producer Price Index) to support the requested adjustment; 3) notice to Knox County be given thirty (30) days before the contract renewal period begins. 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 price
- B. Request a lower price increase
- C. Not accept the renewal offer

If a price increase is approved by Knox County the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.26 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.

- 3.27 QUANTITIES:** Knox County does not guarantee any quantities will be ordered under this solicitation.
- 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 goods/services proposed.
- 3.29 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.
- 3.30 SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The Contractor 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 OSHA, EPA and AHERA.
- The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.
- The safety of the public is of prime concern to Knox County and all costs associated are the responsibility of the Contractor. 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 project manager. The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.
- 3.31 SAFETY EFFORTS:** The Contractor(s) 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 Contractors of America. The Contractor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.
- 3.32 SAFETY TRAINING:** The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other regulatory agency.
- 3.33 SUBMIT QUESTIONS:** Prospective bidders must submit questions concerning this solicitation by **March 17, 2023 @ 4:30 p.m.** Submit questions as noted in Section 1.1.
- 3.34 TOOLS:** Vendor must possess all tools and software necessary to replace all circuit boards and do all calibrations that will need to be done to UPS units included in this bid.

SECTION IV SPECIFICATIONS

4.1 **UPS UNITS:** There are eleven (11) UPS Units to be serviced under this maintenance agreement.

Powerware 9315-80/80 Serial Number EU323ZBA09 3 Phase

Powerware 9315-80/80 Serial Number EU323ZBA10 3 Phase

Eaton 93PM LV-60-2 SN# EQ073UJJ06 3 Phase

Gamatronic Serial Number 1030-710900 Single Phase

Gamatronic Serial Number 1030-710902 3 Phase

Best Power FE12.5 KVA Serial Number FE12.5K01908 Single Phase

Best Power FE18 KVA Serial Number FE18K03136 Single Phase

EATON 9155-12-15 15 KVA Serial Number EQ411FBB03 Single Phase

EATON 9155-12-15 15 KVA Serial Number EQ411FBB05 Single Phase

EATON 9155-12-15 15 KVA Serial Number EQ411FBB06 Single Phase

EATON 9155-12-15 15 KVA Serial Number FQ411FBB04 Single Phase

***Bidders must state if spare parts for any UPS listed cannot be provided. Bidders must also state the parts that are not available, if any.**

4.2 **COVERAGE:** Coverage for UPS shall be 24/7 and cover all parts and labor. This shall be a full-service maintenance agreement. Battery preventative maintenance shall be 8/5. There shall be Two (2) PM's visits per year included in this contract and those will be performed during normal business hours.

4.3 **CORRECTIVE MAINTENANCE COVERAGE:** Inspection and repair of the power module shall be performed as needed during the contract period at no extra charge to E911. Remedial maintenance shall include, and be expressly limited to, maintenance for ordinary wear and tear to the power module, travel expenses, all necessary parts replacement, adjustments and repairs.

4.4 **LOCATIONS OF UPS UNITS:**

4.4.1 **SHARPS RIDGE**

329 Sharps Ridge Memorial Park Dr.
One Gamatronic 50KVA Unit 3 Phase S#1030-710902

4.4.2 **STOCK CREEK**

8002 Jackie Jordan Way
Two Ferrups 1-12.5 KVA 1-18 KVA Single Phase

These are to be replaced with 2 Eaton 9155 within the next 6 months

4.4.3 **BRUSHY KNOB**

5126 Fort Sumter Rd
Two Eaton 9155-12-15 KVA 15 KW 13.5 Single Phase

4.4.4 **HIGHTOP**

1497 Stony Point Rd
Two Eaton 9155-12-15 KVA 15 KW 13.5 Single Phase

4.4.5 **BLACK RD**

11858 Black Rd
One Gamatronic 50KVA Unit Single Phase SN#1030-710900 with spare modules

4.4.6 **911 CENTER**

605 Bernard Av
2-Powerware 9315 SN# EU323ZBA09 80KVA AND SN# EU323ZBA10 80KVA
1-Eaton 9330 SN# EQ073UJJ06

4.5 PERFORMANCE CHECKS: The following general performance checks shall be performed during the period of the contract. These checks are not to interfere with the normal operation of the UPS units.

Visual Check

- ❖ Inspect all printed circuit boards connections for cleanliness, swab contacts if necessary
- ❖ Inspect all power connections for signs of overheating
- ❖ Inspect all subassemblies, bridges and legs for signs of component defects or stress
- ❖ Inspect all DC capacitors for signs of leakage
- ❖ Inspect all AC capacitors for signs of leakage
- ❖ Inspect and inventory all customer owned spare parts
- ❖ Inspect and perform as required any open engineering changes

Internal Operating Parameters

- ❖ DC ground detection offset
- ❖ Inverter leg current average balance
- ❖ Output filter current average phase balance
- ❖ Rectifier bridge current average leg balance
- ❖ AC protection settings and operation
- ❖ DC protection settings and operation
- ❖ Input and output frequency and voltage bandwidth settings
- ❖ Verify DC filter capacitance
- ❖ Verify AC tank and trap filter capacitance
- ❖ Power supply voltages and waveforms
- ❖ Replace power module power supply back up control battery cells
- ❖ Static switch leakage

External Operating Parameters

- ❖ System input voltages (all phases)
- ❖ System input currents (all phases)
- ❖ DC charging voltages (float and equalize), record settings, adjust to normal
- ❖ Rectifier phase on and walk up
- ❖ Inverter phase on and walk up
- ❖ Adjust all panel meters to measured values
- ❖ System bypass voltages (all phases)
- ❖ Manual and UV transfer testing verify uninterrupted transfer waveform
- ❖ Outage simulation and battery capability testing and verify charger current limit
- ❖ Generator operation and interface verification

Environmental Parameters

- ❖ UPS area ambient temperature and condition of ventilating equipment
- ❖ General cleanliness of UPS power module
- ❖ General cleanliness of UPS area
- ❖ Replace all air filters
- ❖ Clean control panel/CRT screen

Battery Cabinet Checks

- ❖ General Appearance of battery system
- ❖ General cleanliness of battery system area
- ❖ Inspect all DC connections for abnormalities
- ❖ Battery system area ambient temperature and condition of ventilating equipment

Monitoring System Parameters

- ❖ Alarm archive review and printing
- ❖ Alarm lamp test-local and remote
- ❖ Replace all open monitor bulbs

General

- ❖ Customer Consultation
- ❖ Verbal recommendations
- ❖ General observations

4.6 PREVENTATIVE-FULL SERVICE MAINTENANCE: Vendor must provide 24x7x365 full-service maintenance with two (2) preventative maintenance visit per year that includes the following:

- ❖ Calibration of all metering and protective features
- ❖ Functional testing of transfer conditions
- ❖ Inspection of online performance and equipment history
- ❖ Examination of interfaces to other equipment
- ❖ Visual check on batteries and battery environment
- ❖ Written evaluation providing a record of equipment performance
- ❖ Must be performed at the time requested by E911

4.7 PREVENTATIVE MAINTENANCE REPORTING: Following the preventative maintenance inspection, a written report will be provided to E911 detailing the results of the inspection and the recommendations for actions or upgrades, if needed.

4.8 RESPONSE TIME: Due to the nature of the services required, the Contractor must meet the following minimum requirements:

- Service Provider shall have at least (3) Qualified UPS Field Service Technicians capable of providing a four (4) hour response to emergencies. Service technicians must be available 24/7 for emergencies. Contact information must be provided to the designated E911 representative.
- Service provider must be able to ship parts with delivery to Knox County and install parts within twenty- four (24) hours of initial inspection.

4.9 SUB-CONTRACTORS: Field Service Technicians shall be direct employees of the Service Provider. No subcontractors or independent contractors will be allowed.

4.10 TRAINING/QUALIFICATIONS: Service provider shall submit a summary of training and qualifications of the Technicians to service Knox County. Qualifications shall include, and detail specific experience on, all above listed units.

4.11 VALVE REGULATED SEALED BATTERY SYSTEM: Battery maintenance will include the following to be performed during each preventative maintenance visit:

Measure and record

- Individual cell/battery float voltages and overall float voltage
- Charger output current and voltage
- AC ripple current and voltage imposed on the battery
- Internal ohmic values of each cell/battery or perform a continuity test of each cell/battery
- Connection resistance of 10% of the inter cell/battery connection
- Ambient temperature
- Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier

Visually inspect conditions and appearance

- Connection terminals inter cell/battery connections, cables and associated hardware
- Cell/battery covers, containers and post seals
- Battery racks or cabinets and associated components and hardware
- Cell/battery jar or cover, noting excessive distortion

Perform cleaning of all accessible surfaces as required

Perform the above and the following once a year

- Measure and record the connection resistance of 100% of the inter cell/battery connections
- Retorque any connection where the resistance is above 20% of the average.

Report each visit

- Issue a verbal report summarizing the condition of the battery and identifying any critical issues
- A detailed written report containing all readings and observations must be sent to E911 within five (5) business days.

NOTE: Bidders need not return pages 1-12 with their response.

5.1 Vendor Name _____

5.2 Knox County Vendor Number _____

5.3 Vendor address _____

City _____ State _____ Zip _____

5.4 Telephone number _____ E-mail address _____

5.5 Contact person _____

5.6 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 Original in Blue Ink

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
Sign Original in Blue Ink

5.7 Have you attached a copy of your Knox County Business License, if applicable? Yes No

5.8 Will you accept payment via e-commerce card as per Section 1.19? Yes No

5.9 Are you in compliance with Section 2.21, Tax Compliance? Yes No

5.10 Did you provide documentation that you are an authorized dealer/reseller and installer of the equipment in the Bid as per Section 3.4? Yes No

5.11 Did you include certifications as per Section 3.9? Yes No

5.12 Did you include the Drug Free Affidavit as per Section 3.15? Yes No

5.13 Did you include the Insurance Checklist as per Section 3.19? Yes No

5.14 Can you meet the response time as per Section 4.8? Yes No

5.15 Are technicians direct employees of contractor? Yes No

5.16 Did you include the summary of training and qualifications of technicians as per Section 4.10? Yes No

5.17 Does preventative maintenance meet the minimum specifications? Yes No

5.18 List all UPS units for which spare parts cannot be provided as well as the parts that are unavailable. If responding electronically, please attach pages to your response.
(Attach additional pages if necessary)

5.19 I acknowledge 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 _____

(You must state any exception taken)

Failure to include any or all of the above or other information requested in this document may result in the response being disqualified.

SECTION VI PRICING BID 3388 FULL SERVICE AND PREVENTATIVE MAINTENANCE OF UPS UNITS

VENDOR _____

Bidders are to price the annual cost of maintenance for each UPS unit. Knox County will pay each invoice separately when the annual maintenance is completed and accepted by the KCECD designee. Bidders must also list the discount percentage off of their current catalog for any parts that may be used in the preventative maintenance of the UPS units.

- 6.1 Powerware 9315-80/80 Serial Number EU323ZBA09 3 Phase: \$_____ per PM visit
- 6.2 Powerware 9315-80/80 Serial Number EU323ZBA10 3 Phase: \$_____ per PM visit
- 6.3 Eaton 93PM LV-60-2 Serial Number EQ073UJJ06 3 Phase: \$_____ per PM visit
- 6.4 Gammatronic Serial Number 1030-710900 Single Phase: \$_____ per PM visit
- 6.5 Gammatronic Serial Number 1030-710902 3 Phase: \$_____ per PM visit
- 6.6 Best Power FE12.5 KVA SN# FE12.5K01908 Single Phase: \$_____ per PM visit
- 6.7 Best Power FE18 KVA SN# FE18K03136 Single Phase: \$_____ per PM visit
- 6.8 Eaton 9155-12-15 15 KVA SN# EQ411FBB03 Single Phase: \$_____ per PM visit
- 6.9 Eaton 9155-12-15 15 KVA SN# EQ411FBB05 Single Phase: \$_____ per PM visit
- 6.10 Eaton 9155-12-15 15 KVA SN# EQ411FBB06 Single Phase: \$_____ per PM visit
- 6.11 Eaton 9155-12-15 15 KVA SN# EQ411FBB04 Single Phase: \$_____ per PM visit

TOTAL: \$_____ per PM visit

Percentage discount off of current catalog for parts: _____%

****NOTE:** If responding electronically, bidders must attach Sections V and VI to their electronic submittal.

**ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
PROPOSAL NUMBER 3388**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

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; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <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	LIMITS																
		CLAIM MADE X OCCUR	EACH OCCURRENCE \$1,000,000																
			FIRE LEGAL LIABILITY \$100,000																
			MED EXP (Per person) \$5,000																
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY \$1,000,000																
		POLICY X PROJECT LO C	GENERAL AGGREGATE \$2,000,000																
			PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE \$2,000,000																
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.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																
NO		ASBESTOS & REMOVAL	\$2,000,000 PER OCCURRENCE/CLAIM																
NO		LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																
		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. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
- 22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
- 23. 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 NOT PROVIDED THROUGH THIS AGENCY.

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
DRUG-FREE WORKPLACE REQUIREMENTS OF
TENNESSEE CODE ANNOTATED, § 50-9-113

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

I, _____, president or other principal Officer of
_____, swear or affirm that the
Name of Company

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: _____