



Business  
Department  
School Administration  
Building 304 New York Ave  
Oak Ridge, Tennessee 37830  
Phone (865) 425-9003  
Fax (865) 425-9060

## Request for Proposal

### *Description of items/services requested:*

The Oak Ridge Schools Board of Education is soliciting proposals for Elevator and Lift Maintenance for Oak Ridge Schools **RFP 19-003**.

### *General Requirements:*

Proposals, bids, or responses will be accepted by the Oak Ridge Schools Business Department no later than **Friday, November 16, 2018, 2:00 PM EDT**. Every document must be enclosed in a sealed envelope clearly marked as a bid document and include TN contractor license information. **Two full copies** of the proposal must be submitted, each with original signatures on both Bid Forms (included in this packet). Any response, bid, or proposal received after the above deadline shall be considered late, and will not be opened or considered. Facsimile or emailed responses will not be considered. Bid prices must be valid for no less than sixty (60) days from the date of the bid.

### **All documents shall be submitted to the following address:**

Julie Truett, Purchasing Specialist  
**RE: RFP 19-003 Elevator and Lift Maintenance**  
School Administration Building  
304 New York Avenue  
Oak Ridge, TN 37830

***Specifications:***

**Specifications for Elevator and Lift Maintenance**

Oak Ridge Schools (Owner) is looking for a Contractor to perform Complete Maintenance to all vertical, ascending, and descending moving transportation equipment located at the listed school locations noted in Exhibit "A" (Elevators, Lifts, and Other Equipment not listed).

**1. Service Center**

The Contractor's Local Service Center will be available 24-hours a day, seven days a week to respond to all calls and dispatch a service technician if necessary. Response to such service request shall be within one (1) hour. In the unlikely event of an entrapment, Contractor will immediately dispatch a technician and a highest priority response will be given to resolve the emergency. If the unit is equipped with remote monitoring capabilities, the Contractor reserves the right to utilize this functionality and the telephone line for the unit to collect data related to the use and operation of the Owner's equipment.

**2. Hours of Service**

All work covered under this Contract unless otherwise specified is to be performed during the hours of 8 a.m. to 4:30 p.m., Monday through Friday, Oak Ridge Schools recognized holidays excluded, which for purposes of this Contract is defined as "regular working hours". Work outside "regular working hours" shall be deemed to be "overtime hours" if the Owner requests that service be done on "overtime hours"; but if the work outside "regular working hours" is for the convenience of the Contractor, then the services shall be billed at the "regular working hours" rate.

**3. Service Requests (Callbacks)**

This Contract covers minor adjustment service requests during the regular and overtime working hours, unless otherwise indicated herein. Service requests are defined as minor adjustments, corrections or emergency entrapments that require immediate attention and are not caused by reasons beyond Contractor's control. Service requests do not include work that requires more than one technician or more than two hours to complete.

All Facilities must have signed legible Work Orders presented to the Supervisor of Maintenance and Operations or designee at the time of each visit. Documentation will allow for process of payment on each service when standard billing is sent. No payment will be made without proper documentation.

#### 4. Price Adjustments

The contract price will only be adjusted annually each year after the initial first year from implementation of the contract. The payment adjustment will reflect the increase or decrease in labor costs.

- a. Labor - 100% of the current contract price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost. The current straight time labor cost is the sum of the straight time hourly rate plus the cost of fringe benefits (fringe benefits include but are not limited to welfare, pension, vacations, paid holidays, insurance and other union contributions) paid to Contractor's hourly employees in the locality the equipment is maintained. If Contractor's employees are paid on a salaried basis, the Contractor shall provide an equivalent hourly rate for those employees. It is understood; however, that only the services of employees who actually work on Owner's equipment are to be charged and that all overhead expenses and management oversight is to be included within said hourly rate.
- b. Contractor rates as charges to the Owner:

Regular per Hour Labor Rate	
Overtime per Hour Labor Rate	
Replacement Parts	Cost + _____ %

- c. Annual increase shall be capped at three (3%) percent. Contractor must inform Purchasing at option renewal as to any price increase on Labor.
- d. Should any unit of equipment be upgraded and improved to reduce service time and obligation, the effective unit service cost shall be re-adjusted to reflect the reduction of service required. The service cost shall be compared to a similar unit and shall be priced accordingly.

#### 5. Performance

Contractor will check in with the Supervisor of Maintenance and Operations or designee monthly and systematically examine, maintain, clean, adjust and lubricate the equipment in accordance with the equipment manufacturer's specifications or as required by the State of Tennessee. A minimum of one (1) hour of maintenance shall be required per following schedule:

- Elevator — Monthly
- Wheelchair Lifts — Quarterly

Under this contract, excluding units on time and material. Should Contractor find any deficiency with the equipment, approval (if chargeable) by Owner is required before any replacement of the equipment is performed. In addition, unless specifically excluded elsewhere, Contractor will repair or replace the following if the repair or replacement is, in Contractor's judgment, necessitated by normal wear and tear:

a. Hydraulic Elevators

1. Relay Logic Hydraulic Elevator System Components

- a. Control System — Control, Selector, Dispatcher, Relay Panel, Relays, Timers, Resistors, Transformers and Motor Starter.

2. Microprocessor Hydraulic Elevator System Components

- a. Control System — Controller Cabinet, Machine Room Connection Board, I-CE CPU Board, Safety Relay Assembly, Hydraulic Level Shifter Board, Power Supply, Transformers, Contactor Panels, Bypass Switches, Relays, Fuses, Motor Starters and Accessories.

Contractor's Service Technicians will be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.

- b. Power Unit — Enclosure, Pump, Motor, Power Transmission Elements between the Pump and Motor, Valves, Strainers, Mufflers, Gaskets and all other Accessories.
- c. Hydraulic System Accessories — Exposed Piping, Fittings, Jack Packing and Accessories, such as Vibration Dampeners and Silencers between the Pumping Unit and the Jack Unit. Hydraulic Fluid, Heating or Cooling Elements, Insulation and Accessories installed by the Elevator Equipment Manufacturer for Controlling of Temperature.
- d. Car Equipment — Car Panel Connect Board, Car Operating Board, Car Top Inspection Station, Floor Leveling Unit Assembly, Switch Tree Assembly and Floor Controllers.
- e. Electrical — Electrical Wiring, Conduit, Ducts and Traveling Cables from the Elevator Equipment to the Machine Room Mainline Disconnect Switch, and Hoistway Outlets.
- f. Hoistway and Pit Equipment — Landing and Slowdown Switches, Limits and Car Buffers.
- g. Rails and Guides — Guide Rails, Guide Shoe Gibs and Rollers. Guide Rails will be properly lubricated, except where roller guides are used.

- h. Door Equipment — Automatic Door Operators, Hoistway and Car Door Hangers, Hoistway and Car Door Contacts, Door Protective Devices, Hoistway Door Interlocks, Door Gibs and Auxiliary Door Closing Devices.
  - i. Power Freight Door Equipment — Controller, Relays, Contactors, Rectifiers, Timers, Resistors, Micro Switches, Solid State Components, Door Motors, Chains, Retiring Cams, Interlocks, Limit Switches, Guide Shoes, Sheaves, Rollers, Sprockets and Tensioning Devices. Sprockets, Tensioning Devices and Counter-Balancing Equipment.
  - j. Manual Freight Door Equipment — Relays, Contactors, Rectifiers, Timers, Resistors, Micro Switches, Chains, Retiring Cams, Interlocks, Limit Switches, Guide Shoes, Sheaves, Rollers.
  - k. Signals and Accessories — Car Operating Panels, Hall Push Button Stations, Hall Lanterns, Emergency Lighting, Car and Hall Position Indicators, Lobby Control Panels, Fireman's Service Equipment and all other signal and accessory facilities furnished and installed as an integral part of the Elevator Equipment.
3. Regular inspection and re-lamping of Signal Fixtures shall be included in the Contractor's systematic examinations. Service requests related to re-lamping of signal fixtures outside of these regularly scheduled service times will be considered billable.
- a. Housekeeping — Owner will maintain cleaning of elevator machine rooms and Contractor will be responsible for cleaning, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.
  - b. Lubricants — Contractor will use lubricants compounded under OEM's specifications or equal,

b. Traction Elevators

1. Relay Logic Traction Elevator System Components

- a. Control System — Control, Selector, Dispatcher, Relay Panel, Relays, Timers, Resistors, Transformers and Motor Starter.

2. Microprocessor Traction Elevator System Components

- a. Control System — Contractor's Service Technicians will be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels,

- b. Geared I Gearless Machines — Worms, Gears, Thrusts, Bearings, Rotating Elements, Brake Magnet Coils, Brushes, Brake Shoes, Linings, Pins, Deflector, Secondary and Other Sheaves, Bearings and Assemblies.
  - c. Electrical — Electrical Wiring, Conduit, Ducts, and Traveling Cables from the Elevator Equipment to the Machine Room Mainline Disconnect Switch, and Hoistway Outlets.
  - d. Hoistway and Pit Equipment — Landing and Slowdown Switches, Limits, Car and Counterweight Buffers, Over-speed Governors, Governor Tension Sheave Assemblies and Car Counterweight Safeties.
  - e. Rails and Guides — Guide Rails, Guide Shoe Gibs and Rollers. Guide Rails will be properly lubricated, except where roller guides are used.
  - f. Hoist Ropes — Hoist Ropes will be properly lubricated and adjusted for equalized tension. In addition, Contractor will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety.
  - g. Door Equipment - Automatic Door Operators, Hoistway and Car Door Hangers, Hoistway and Car Door Contacts, Door Protective Devices, Hoistway Door Interlocks, Door Gibs and Auxiliary Door Closing Devices.
  - h. Power Freight Door Equipment - Controller, Relays, Contactors, Rectifiers, Timers, Resistors, Micro Switches, Solid State Components, Door Motors, Chains, Retiring Cams, Interlocks, Limit Switches, Guide Shoes, Sheaves, Rollers, Sprockets and Tensioning Devices.
  - i. Manual Freight Door Equipment - Relays, Contactors, Rectifiers, Timers, Resistors, Micro Switches, Chains, Retiring Cams, Interlocks, Limit Switches, Guide Shoes, Sheaves, Rollers, Sprockets, Tensioning Devices and Counter-Balancing Equipment.
  - j. Signals and Accessories - Car Operating Panels, Hall Push Button Stations, Hall Lanterns, Emergency Lighting, Car and Hall Position Indicators, Lobby Control Panels, Fireman's Service Equipment and all other Signal and Accessory facilities furnished and installed as an integral part of the Elevator Equipment.
3. Regular inspection and re-lamping of Signal Fixtures shall be included in the Contractor's systematic examinations. Service requests related to re-lamping of signal fixtures outside of these regularly scheduled service times will be considered billable.
- a. Housekeeping — Owner will maintain cleaning of elevator machine rooms and Contractor will be responsible for cleaning, pit areas, hoistway

equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.

- b. Lubricants - Contractor will use lubricants compounded under OEM's specifications or equal.

## 6. Tests

Contractor will perform the following tests on the equipment as required by the State of Tennessee.

- a. Hydraulic Elevator — A pressure relief test and a yearly leakage test as required by the A.S.M.E. A-17.1 code.
- b. Traction Elevator & Escalators — An annual no load test as required by the A.M.S.E. A-17.1 code.
- c. A five (5) year full load test a required by the A.S.M.E. A-17-1 code. Contractor is not responsible for damages, either to the elevator/escalator equipment or to the building, or for any personal injury or death, arising from or resulting from this test.
- d. A certified copy of the test results will be given to the Owner within ten (10) days of completion delivered to the notice address listed in Exhibit "B".

## 7. General

Contractor shall not be obliged to make other safety tests other than those specified herein, equipment adjustments, or to install new attachments whether or not recommended or directed by insurance companies, except when required by Federal, State, Municipal, A.M.S.E. codes, or other governmental or non-governmental authorities.

- a. Contractor will maintain the equipment performance and its components to the operating condition at the effective date of this Contract. Contractor shall not be required to perform and keep records of firefighter's service testing, unless specifically included elsewhere in the Contract.
- b. Contractor shall not be obligated to make changes or adjustments required by new or retroactive code changes. Contractor will not be responsible to perform tests or correct outstanding violations, or deficiency lists cited by code authorities or any third party agency prior to the effective date of the Contract.

- c. Contractor will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts or tampering with the elevator equipment by unauthorized personnel. Contractor shall not be obligated to make repairs or renewals for damage or deterioration caused by UV rays.
- d. Contractor shall not be required to make renewals or repairs necessitated by negligence or misuse of the equipment or any other cause beyond its control except ordinary wear and tear. In the event that any part of the equipment becomes obsolete or is no longer manufactured by the manufacturer, the cost to replace the obsolete part shall be at the Owner's expense.

## 8. Owner Assurances

- a. Authorized Personnel - Owner agrees to furnish the Contractor with a list of authorized personnel responsible for facilities operations.
- b. Wiring Diagrams - Owner agrees to provide Contractor with a complete set of "as built" wiring diagrams should they be available. Should such diagrams not be available, Contractor shall provide the Owner with such plans and diagrams and this material shall be the property of the Owner.
- c. Notification - In the event that the equipment is not functioning properly, Owner agrees to shut down equipment and notify Contractor for repair.
- d. Owner agrees to notify Contractor in the event of any injury or accident in or about the equipment included in the Contract. Verbal notification must be provided immediately, and written notification must be provided within seven (7) days.
- e. Operation - Owner shall at all times be solely liable for the proper use of the equipment. Owner agrees to post any and all instructions and warnings to passengers related to the use of the equipment. Owner shall not permit anyone other than Contractor to make repairs, additions, modifications, upgrades or adjustments to the equipment covered herein during the term of the Contract unless Contractor is unable to perform necessary repair for such equipment to be operational and usable by the Owner within forty-eight (48) hours of equipment failures verbal/fax notification. The Contractor shall hire necessary services from the equipment manufacturer to reprogram, repair or replace any equipment or software necessary to restore operational performance solely at the cost of Contractor.

- f. Testing and Servicing - Owner agrees to perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein. Owner agrees to annually maintain the mainline disconnect switch by a certified electrician and repair as necessary.
- g. Equipment Access - Owner agrees to provide safe access to the equipment and machine room areas for service and keep all machine rooms and pit areas free from water, stored materials and debris. Owner agrees to remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations. Owner agrees to provide a safe workplace for Contractor's personnel.

## 9. Payment of Services

- a. Oak Ridge Schools will make payment to the Contractor according to the School's normal Policies and Procedures.
- b. Before an order can be placed for routine transactions, the Schools will request an Estimate from Contractor with detailed breakdown. Once the Schools has approved the estimated price and submits a Purchase Order for same, it will advise Contractor of the Purchase Order Number in order to place the order. Invoices that do not reference the Purchase Order Number will not be considered complete or valid. Contractor's invoice must list a valid e-mail address for billing questions and inquiries.
- c. Invoice Date is critical and invoice must be sent to Oak Ridge Schools on the Invoice Date in order for the School's tracking system to accurately reflect the record. The Invoice Date must not precede the Ship Date or Service Date.
- d. Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The Contractor shall not invoice the Schools for any items that does not correspond to a line on the Purchase Order.
- e. Items being billed on Markup line must have corresponding source invoice, and that total and Markup breakdown must be reflected on Contractor's invoice to the Schools, The Markup for items purchased on the percent Markup line, is for markup of items only. No Markup is allowed for taxes or freight charges. The taxes and freight charges will be a straight reimbursement, with no Markup
- g. Contractor will be responsible for collecting signature and legible name of School employee when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services.
- h. Contractor's invoices that are billed incorrectly, incompletely, or otherwise unable to be properly processed are not considered valid.

- i. When sending Oak Ridge Schools a Revised Invoice, it must be clearly marked "Revised". When sending Oak ridge schools a replacement invoice, it must reference the Invoice Number it is replacing.
- j. Invoices to Oak Ridge Schools shall reference the Oak Ridge Schools Maintenance and Operations, Purchase Order Number with legible signature, and the first and last name of the school employee placing the order.
- k. Accurate invoices, with all appropriate documentation, shall be send to:

Oak Ridge Schools Maintenance and Operations Department  
P.O. Box 6677  
Oak Ridge, TN 37831

### **Exhibit A**

School	Address	Elevator / Lift	Location	Elevator Manufacturer
<b>Oak Ridge High School</b>	1450 Oak Ridge Turnpike Oak Ridge, TN 37830	Elevator 1	Visual Arts hallway left side of front entrance across from administration	ThyssenKrupp
		Elevator 2	Second level CS hallway to the right side of the bus loop entrance	Dover
		Elevator 3	West stair tower in the LC area	ThyssenKrupp
		Chair lift	Orchestra pit for the Performing Arts Center (auditorium)	National Wheel-O-Vator
<b>Robertsville Middle School</b>	245 Robertsville Rd Oak Ridge, TN 37830	Elevator 1	Right side of intersection of 5 <sup>th</sup> grade hallway	MKO
<b>Jefferson Middle School</b>	200 Fairbanks Rd Oak Ridge, TN 37830	Elevator 1	Hallway left from the main lobby	ThyssenKrupp
<b>Willow Brook Elementary School</b>	298 Robertsville Rd Oak Ridge, TN 37830	Elevator 1	Main lobby	Montgomery
<b>Glenwood Elementary School</b>	125 Audubon Rd Oak Ridge, TN 37830	Elevator 1	Main lobby	ThyssenKrupp
<b>Linden Elementary School</b>	700 Robertsville RD Oak Ridge, TN 37830	Elevator 1	Back hallway across from administration	ThyssenKrupp
		Chair lift	Stairs going to gym at the South end of back hallway	Accessind

## **Exhibit B**

Oak Ridge Schools Maintenance and Operations Department  
P.O. Box 6677  
Oak Ridge, TN 37831

### ***Purchasing Terms:***

Oak Ridge Schools will order on the following schedule: Board of Education approval and funding availability.

### ***Submission Requirements:***

1. A detailed bid form, which includes quantity and unit cost must be included in the bid package. Please include specification sheets on all products/terms.
2. **Two full copies of the proposal must be submitted**, with original Bid Forms included with each copy.
3. A detailed description of all warranties and support for equipment and software must be included.
4. Any license or renewal costs (if any) shall be included in notes on Bid Form. Specifically, anticipated annually recurring costs for maintenance, support, and software updates and upgrades, if any, must be listed.
5. The amount listed on the Bid Form should reflect the **total implementation costs** of this project as submitted.

### **Bidding Procedures/Requirements**

**Award of Contract:** The owner (Oak Ridge Schools) further reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive, or conditional bids. Oak Ridge Schools may conduct such investigations as it deems necessary to assist in the evaluation of any bid to establish the responsibility, qualifications, and financial ability of the bidder, proposed sub-contractors and other persons and organizations to perform the work in accordance with the contract documents to the bidder who does not pass any such evaluation to the owner's satisfaction. The contract shall be awarded to the bidder, whose evaluation by the owner indicates to the owner that the award will be in the best interest of Oak Ridge Schools. It is also understood that the "apparent low bidder" will be announced at the bid opening; however, the "successful bidder," who may or may not be the lowest bidder, will not be announced until all issues, which include, but are not limited to quality, service,

conformity to specifications, etc. have been resolved and until a period of review has been completed by the owner. Oak Ridge Schools does not enter into contracts that provide for mediation or arbitration. The owner (Oak Ridge Schools) further reserves the right to reject any and all bids, to waive any and all informalities, and to negotiate contract terms with the successful bidder (e.g., product line-item deletions or adjustments), and the right to disregard all non-conforming, non-responsive, or conditional bids.

**Bid Document:** For certain projects Oak Ridge Schools will supply a bid form to be completed by the bidder. When such forms are issued, only bids returned with the proper forms will be accepted. Envelopes must be sealed and marked as a bid document. Any bid may be withdrawn prior to the date and time as set forth in the “bid invitation.”

**Conflict of Interest:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the State of Tennessee, or any of its agencies (which includes Oak Ridge Schools). Further, all bidders must disclose the name of any state or Oak Ridge School employee who owns, directly or indirectly, an interest in the bidder’s firm or any of its branches. Bidding by Oak Ridge School employees is prohibited.

**Contractors, Subcontractors and employees:** If work is to be performed during regular school hours when children are present, the BOE reserves the right to require background checks, dress codes, and certain ethical standards of all employees on school property.

**Controlling Documents:** Compliance with Oak Ridge Schools’ purchase order will be subject to all terms and conditions which comprise Oak Ridge Schools’ General and Special Bid Conditions, if any, unless an exception is taken by the bidder to which Oak Ridge Schools has concurred in writing.

**Criminal Background Compliance:** Bidders shall be required to complete the attached Criminal Background Compliance Affidavit form in compliance with the provisions of Tennessee Code Annotated § 49-5-413.

**Deadline:** Any responses received after the scheduled closing time for the receipt for responses will not be considered.

**Default of Contractor:** In the event the Contractor defaults in performing this Contract, the Contractor agrees to pay Oak Ridge Schools all reasonable costs incurred in remedying such default, including a reasonable Attorney’s fee.

**Drug Free Work Place Affidavit (Attached Herewith):** Bidders shall be required to complete the attached Drug Free Workplace Affidavit form in compliance with the provisions of Tennessee Code Annotated § 50-9-113.

**Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes to bids must be initialed. Any alteration, erasure,

addition to or omission of required information, change of the specifications, or bidding schedule, is made at the risk of the bidder.

**Exceptions:** If the bidder takes exception to anything in the specifications or terms and conditions, the exception must be listed in bid. If necessary, you may supplement with an attachment. If no exceptions are taken, mark bid “No Exceptions Are Taken”. If no comments or exceptions are furnished, it will be assumed that no exceptions are being taken.

**Facsimile or Electronic transmissions:** Electronic transmissions will not be accepted except when in the course of the bidding process addendums or other notifications of errors on behalf of the owner places an undue hardship upon prospective bidders. Written notification by the owner must precede the acceptance of Facsimile transmissions.

**Hold Harmless Agreement:** Bidders shall be required to complete the attached Hold Harmless Agreement.

**Laws and Regulations:** The bidder’s attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project and shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**Legal Issues:** Contracts with Oak Ridge Schools will be subject to the laws of Tennessee. Disputes will be tried in the State of Tennessee and in the Court of Anderson County. Bid will be denied if these provisions are not included in the contract.

**Legal Requirements:** The successful bidder shall be responsible for compliance with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the items covered herein. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility for their bid.

**Location:** All bids must be submitted to the Oak Ridge Schools Business Department at or before the announced deadline.

Julie Truett, Purchasing Specialist  
**RE: RFP 19-003 Elevator and Lift Maintenance**  
Oak Ridge Administration Building  
304 New York Ave  
Oak Ridge, TN 37830

**Non-Collusion Affidavit:** Bidder shall be required to complete the attached Non-Collusion Affidavit.

**Payments:** Invoices that are submitted to Oak Ridge Schools Business Department will be approved and processed for payment. The awarded bidder is required to provide accurate and current addresses. Payment terms shall be specified in the bid response,

including any discounts for early payment. Payment will not be made by Oak Ridge Schools to contractor until the said Epson Projector Refresh equipment are inspected and approved as meeting all specifications by persons appointed by Oak Ridge Schools.

**Public Acts of 2006:** In compliance with the requirements of Chapter 878, Public Acts of 2006, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract.

**Purchase:** No purchase or contract is authorized or valid until the issuance of a Purchase Order from Oak Ridge Schools and the Board of Education approval of project in accordance with Oak Ridge Schools Policy. No employee is authorized to purchase equipment, supplies or services prior to the issuance of such Purchase Order and Board of Education approval.

**Sub-contracts:** The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a sub-contract under this contract must be acceptable to the Owner.

**Taxes:** Oak Ridge Schools is exempt from federal excise taxes and from state sales taxes on purchases of tangible personal property. Copies of the appropriate exemption documentation will be provided upon request. Contractors are responsible for the payment of taxes on tangible personal property which they use in the completion of their contracts, for which sales taxes have not otherwise been paid, irrespective of who holds title to the property or for whom the work is done.

**Tie Bids:** If two or more bidders submit identical bids and is equally qualified; selection shall be made at the discretion of the owner.

**Title VI of the Civil Rights Act of 1964:** All interested parties, without regard of race, color, or national origin, shall be afforded the opportunity to bid and shall receive equal consideration. Title VI states “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 activity receiving Federal financial assistance.” Oak Ridge Schools strives to protect individuals’ civil rights through active compliance with the requirements of Title VI.

**Vendor Indemnify:** Oak Ridge Schools will indemnify vendor to the extent Tennessee law allows.

**Warranty:** The vendor shall provide warranty information on the equipment, components and items bid with the bid submittal.

## **Bid Form**

Owner: Oak Ridge Schools Board of Education  
Julie Truett, Purchasing Specialist  
**RE: RFP 19-003 Elevator and Lift Maintenance**  
School Administration Building  
304 New York Ave  
Oak Ridge, TN 37830

Project: Oak Ridge Schools **RFP 19-003**

Bid Opening: **Friday, November 16, 2018, 2:00 PM EDT**  
Business Services Conference Room

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Main Bid: ***This price is to be for the complete package, materials, licenses and labor to complete this project.***

**The proposer shall use the Contractor Rate Table (Page 15) and the Elevator RFQ Fee Table (Page 16) to indicate the offered price for providing all services proposed, including all services as defined in the RFP Specifications. (The Bid Form consists of pages 15-16)**

### **Contractor Rates as charges to the Owner:**

Regular per Hour Labor Rate	
Overtime per Hour Labor Rate	
Replacement Parts	Cost + _____ %

### Elevator RFQ Fee Table

School	Address	Elevator / Lift	Monthly Service Charge	Quarterly Service Charge	Annual Testing Charge	5 Year Full Load Test
<b>Oak Ridge High School</b>	1450 Oak Ridge Turnpike Oak Ridge, TN 37830	Elevator 1				
		Elevator 2				
		Elevator 3				
		Chair lift				
<b>Robertsville Middle School</b>	245 Robertsville Rd Oak Ridge, TN 37830	Elevator 1				
<b>Jefferson Middle School</b>	200 Fairbanks Rd Oak Ridge, TN 37830	Elevator 1				
<b>Willow Brook Elementary School</b>	298 Robertsville Rd Oak Ridge, TN 37830	Elevator 1				
<b>Glenwood Elementary School</b>	125 Audubon Rd Oak Ridge, TN 37830	Elevator 1				
<b>Linden Elementary School</b>	700 Robertsville Rd Oak Ridge, TN 37830	Elevator 1				
		Chair lift				
		<b>Totals</b>	\$	\$	\$	
			Grand Total of Monthly Service, Quarterly Service, and Annual Testing			\$

*Please attach detailed specifications.*

**DRUG-FREE WORKPLACE AFFIDAVIT**

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with Oak Ridge School District to provide construction services, hereby states under oath as follows:

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

Further affiant saith naught.

Principal Officer

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she is the \_\_\_\_\_ of \_\_\_\_\_ and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CRIMINAL BACKGROUND COMPLIANCE AFFIDAVIT**

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an Employer contracting with the Oak Ridge School Board of Education to provide services having direct contact with children or access to grounds of an Oak Ridge public school while students are on grounds, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 49-5-413 as amended effective September 1, 2007, for entities entering into contracts with a local board of education where the Company's employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.
3. The Company is in compliance with the terms of T.C.A. § 49-5-413.

Further affiant saith naught.

Principal Officer

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she is the \_\_\_\_\_ of \_\_\_\_\_ and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **HOLD HARMLESS AGREEMENT**

This Hold Harmless Agreement is between \_\_\_\_\_

Name of Contractor

(hereinafter Contractor), and Oak Ridge Schools named in this bid.

Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from Oak Ridge Schools, "Contractor" agrees to indemnify, protect, defend, and hold harmless Oak Ridge Schools, its Board Members, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against Oak Ridge Schools, its Board Members, agents, and employees alleging injuries or damages sustained by any person arising out of or in the course of "Contractor's" providing goods or services to Oak Ridge Schools.

Name of Contractor: \_\_\_\_\_

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

Title: \_\_\_\_\_

### **STATE OF TENNESSEE**

County of Anderson

\_\_\_\_\_ personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledged that he/she/it is authorized to execute this interment on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Signature

Witness by hand and Notaries seal at office this \_\_\_\_\_ day of \_\_\_\_\_,  
year of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED  
BY DESIGN-BUILDER**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder neither possesses a business relationship with any employee of the District which may be involved in the award or administration of the project nor has received or solicited either directly or indirectly any inside information from an employee of the District which would give the bidder an advantage over any other bidder; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day

of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Typed Name of Officer

\_\_\_\_\_  
Office

**WARNING! PROPOSALS WILL NOT BE CONSIDERED UNLESS THIS AFFIDAVIT IS COMPLETED AND EXECUTED, INCLUDING THE AFFIDAVIT OF THE NOTARY AND THE NOTORIAL SEAL.**

## **IRAN DIVESTMENT ACT REQUIREMENTS**

Pursuant to Tennessee Code Annotated § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is posted on the website of the Tennessee General Services Department's Central Procurement Office\*. When competitive bidding is required, Tennessee Code Annotated § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

### **CERTIFICATION**

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 *T.C.A.* § 12-12-106.

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Signature

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Date

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Printed Name

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Title

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Name of Firm/Company

\*[https://tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106.\\_Iran\\_Divestment\\_Act-July.pdf](https://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106._Iran_Divestment_Act-July.pdf)