



ADVERTISEMENT DATE: May 16, 2024

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
(423) 498-7030
INVITATION TO BID (ITB)

BID 24-42, Elevator Inspection, Repair and Preventative Maintenance Program

Sealed envelopes containing bids must be sent to the Purchasing Department and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. Proposers must submit and mark an “original” bid, one “copy”, and one “USB Flash Drive” in one (1) sealed envelope. Bid documents may be secured from the Procurement Department at the above address and on our website at www.hcde.org via vendor registry. Bids received shall be opened by the Purchasing Department at the time and place designated in the Solicitation and/or associated addenda. The opening for the ITB shall be open to the public.

Bids must be received in the Purchasing Department prior to the designated time for opening. Bids received after the designated time of opening will be considered late and shall be considered Non-Responsive.

SOLICITATION NUMBER & TITLE	BID 24-42, Elevator Inspection, Repair and Preventative Maintenance Program
OPENING/DUE DATE & TIME	June 18, 2024, 11:30 am
LOCATION	3074 Hickory Valley Road, Chattanooga, Tennessee 37421
PROCUREMENT CONTACT	Steven Hodgen
PHONE	423-498-7030
EMAIL	DOE_Purchasing@hcde.org
PRE-SOLICITATION MEETING	NO
TYPE	N/A
DATE & TIME	N/A
LOCATION	N/A

BIDDER NAME _____

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
(423) 498-7030

INVITATION TO BID (ITB)

BID 24-42, Elevator Inspection, Repair and Preventative Maintenance Program

Sealed bids will be received addressed to the **Attention of Purchasing Department, Hamilton County Department of Education**, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, **until 11:30 AM**, on **June 18, 2024**. Any bid received after the scheduled closing time for receipt of such bid will be considered late and shall be considered Non-Responsive.

TERMS AND CONDITIONS

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

Note: Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the words terms, quote, bid, proposal are used interchangeably and refer to the submission in response to any solicitation. Hamilton County Schools, will be referenced as "HCS".

1. **Quality and Guarantee** - All material on which bids are submitted shall be of the quality and grade specified. Each bid must be accompanied with complete descriptions, catalog cuts, or other illustrations of each item upon which a bid is made. The names of manufacturers and stock numbers shall be clearly indicated. Approximate delivery dates are to be given for each item. Any item bid which does not completely meet stated specifications must be listed as an alternate.
2. **Requirements for Submitting Bids** – Bids made on forms other than the Bid Form will not be considered. No modifications or alterations to the bid documents may be made either by interlineation, supplements or deletions. Documents submitted with modifications of any kind will be ruled non-responsive and the vendor possibly removed or suspended from the bid vendor listing for a period of up to two (2) years. The signature of the person submitting the bid shall be in longhand without erasure.
3. **Bid amendment:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
4. **Bid delivery:** HCS requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Procurement Department shall be the official record of the time. HCS is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
5. **Bid forms:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.
 - a. All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

6. **Bid preparation:** Prospective bidders are solely responsible for their own expenses in Bid preparation and subsequent negotiations with HCS, if any.
7. **Bid pricing:** Any bid, and its associated pricing, shall remain valid for at least ninety (90) days after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern.
8. **Bid submission and transmission:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.
 - a. All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of HCS. Bids/Bids submitted via e-mail or facsimile machine are unacceptable.
9. **Cooperation with Other Service Providers:** If HCS undertakes or awards other contracts for additional related work, the Service Provider shall fully cooperate with such other Service Providers and HCS employees, and carefully fit its own work to such additional work as may be directed by HCS. The Service Provider shall not commit or permit any act which will interfere with the performance of work by any other Service Provider or County employees.
10. **Withdrawal** - Withdrawal of an inadvertent or erroneous bid or proposal by the vendor (before or after opening) may be permitted, when the Purchasing Department determines it to be appropriate. For an unopened manually submitted bid or proposal in exclusive possession of HCS to be withdrawn, a written request for withdrawal must be submitted to the office of the HCS Purchasing Department by a duly authorized representative of the vendor. To take effect, such requests must be received prior to the time set for the opening. A successfully withdrawn submission may be replaced with another sealed bid / proposal if it is received prior to the time set for the opening. In all cases, determination of bid / proposal receipt will be solely governed by the clock-in time as determined by a clock or timepiece designated by the Purchasing Department. No other clock or timepiece will have any bearing on determining whether or not the bid / proposal has been received prior to the time set for the opening. Electronic bids / proposals are available to be withdrawn by the vendor until the specified opening. An apparent successful bidder alleging a material mistake may be allowed to withdraw their Bid at the option of HCS.
11. **Rights of Owner** - The Hamilton County Board of Education reserves the right to reject any or all bids or any part thereof, to waive technicalities and informalities, and to award a contract to other than the low bidder. The right is reserved to reduce or increase the quantity of any item; and to award contract by item number, or group of items. Price, quality, and suitability will be considered in awarding bids. Samples to be submitted by the bidder upon request.
12. **Negotiation** – Hamilton County Department of Education may select a successful Proposer on the basis of initial offers received without discussions. Therefore, each Bid shall contain the Proposer's best terms from a cost or price, experience and technical and service standpoint. Hamilton County Department of Education reserves the right to enter into negotiations with Proposers. If Hamilton County Department of Education and the selected Proposer cannot negotiate a successful agreement, Hamilton County Department of Education may terminate said negotiations and begin negotiations with the other Proposers. Hamilton County Department of Education retains the right to negotiate with multiple Proposers simultaneously. This process will continue until a Contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against Hamilton County Department of Education arising from such negotiations.
13. **Clarification of Bid Document** - Should a bidder find discrepancies in or omissions from the bid document or should he be in doubt as to its meaning, he shall at once request clarification of the Owner.

14. **Awarding of Contracts** - Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of HCS. HCS reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
15. **Tax Exemption** - Hamilton County Board of Education is a tax exempt entity/organization and will only pay those taxes for which it is obligated. Hamilton County Board of Education can provide a Government Certificate of Exemption for purchases where the entity's tax exemption may apply. All bidders should include in their bids, all sales and use tax which they are obligated to pay when making purchases for material or sub-contractor services. Sales and Use Tax shall be omitted when requesting pricing related to only equipment, supplies, product or equivalent purchases where the Certificate of Exemption for would exempt Hamilton County Board of Education from paying such taxes.
16. **Meeting Specifications** - By my written signature on this bid, I (we) agree and certify that all items included in the bid meet or exceed any and all specifications covering such items. I (we) further agree, if awarded a contract, to deliver merchandise which meets or exceeds the specifications. Failure to comply with this section will result in removal of your firm from our list of bidders for at least six (6) months. This penalty does not preclude action to enforce specific performance.
17. **Declaration/Statement by Bidder** - The respondent hereby states that he, his company, or any of its employees, agents, officers or proposed sub-contractors have not violated or participated in a violation of, been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. § 1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961-1968), the Hobbs Act (18 U.S.C. §1961), the mail or wire fraud statutes (18 U.S.C. §1341,1343), the false statements statute (18 U.S.C. §1001), the Tennessee Anti-Trust Act (T.C.A. § 47-25-101) or similar state or federal law. Respondent further states that he, his company or any of its officers, agents, or employees have not been debarred by any governmental agency (Federal, state, or local).
 - a. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.
18. **Drug-Free Workplace Program**- Note: Required for construction services, encouraged for others. Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Other organizations are encouraged to ensure that their workplace is Drug-Free
19. **Title VI of the Civil Rights Act of 1964** - No person shall, on the grounds 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.
20. **Title IX of the Education Amendments of 1972** - Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student-to-student harassment.
21. **Bid Acceptance**- Bidders shall hold their price and/or discount firm and subject to acceptance by HCS for a period of ninety (90) days from the date of the bid opening, unless otherwise indicated in their bid.

22. **Qualifications of Bidders**- A bidder may be required, before the award, to show to the complete satisfaction of HCS that it has the necessary facilities, ability, insurance, and financial resources to provide the service or goods specified.
23. **Restrictive or Ambiguous Specifications**- It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) or Invitation to Bid (Bid) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Procurement Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
24. **Samples**: Samples of articles, when required, shall be furnished free of cost of any sort to HCS and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
25. **TN Department Of Revenue Requirements**: Any awarded Vendor must be registered with the Department of Revenue for the collection of Tennessee sales and use tax.
26. **No Contact Policy**- After the date and time established for receipt of bids by the HCS Procurement Department, any contact initiated by any bidder with any HCS representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
27. **Pricing**: Vendors are to quote a firm fixed price or discount for the term of the contract; inclusive of any renewals. Upon notice of request for renewal, or in the event of significant industry wide market changes, the Vendor may request a price increase. Proof of price increase must be supplied to the HCS Procurement Department. HCS reserves the right to accept or reject the requested price increase. If the price increase is rejected, the vendor may:
- Continue with existing prices;
 - Submit a revised request for price increase;
- Or
- not accept the renewal offer.
- a. If a price increase is approved by HCS, the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally.
 - b. All orders are to be quoted F.O.B. destination.
28. **Quantities**- HCS does not guarantee any quantities of items to be purchased. We will buy these items on an as-needed basis.
29. **TN Cooperative Purchasing**: also known as piggybacking, HCDE reserves the right to extend the terms, conditions and prices of this contract to other institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from bids and/or bids. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Bidder agrees that HCDE shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option
30. **Acceptance**: all terms and conditions in this contract are deemed to be accepted by the vendor and incorporated in the bid, except the provision(s) which are expressly excluded by the specifications.
31. **Additional Information**: vendors are cautioned that any statement made by any individual or employee of HCS that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

32. **Alteration or amendments:** no alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on HCS without the prior written approval of HCS.
33. **Assignment:** contractors 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 consent of HCS.
34. **Brand names:** brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
35. **Code Of Ethics:** all suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
36. **Compliance With All Laws:** companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to title vi of the federal civil rights act of 1964, the equal employment opportunity act and the regulations issued there under by the federal government, the Americans with disabilities act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
37. **Declarative Statement:** any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
38. **Default:** in case of default by the vendor, HCS may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to HCS. Prices paid by HCS shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the procurement director.
39. **Deliveries:** must be accompanied by delivery tickets or packing slips. These shall contain the following information for each item delivered: purchase order number; item number; name of article; quantity; and supplier.
40. **Delivery Of Goods And Services** - it is understood and agreed that this bid shall constitute an offer which, when accepted in writing by Hamilton County Schools, will constitute a valid and binding contract between the undersigned and the Hamilton County Department of Education. Failure to supply needed material and/or services will result in removal of your firm from our list of bidders for at least six (6) months.
41. **Delivery Requirements:** time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by HCS. *Note: time of delivery may be a consideration in the award.*
42. **Drug-Free Workplace Program for Construction Services:** law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
43. **Grant Funded Purchases:** for purchases that are grant funded, the grant agreement may contain/require special terms and conditions. If there is a conflict between the terms and conditions of the grant

agreement and the general terms and conditions of the bid or bid, the grant agreement terms and conditions shall prevail.

- 44. **Indemnifications/Hold Harmless:** contractor shall indemnify, defend, save and hold harmless HCDE, the school board, administration, and their agents and employees from any and all suits, claims, actions or damages of any nature brought because of, arising out of, or related to the contractor's performance under the terms of this contract, including the work of any sub-contractor, and without regard to any allegations of fault.
- 45. **Insurance Requirements:** The Vendor shall maintain the following minimum insurance requirements throughout the duration of the Agreement. HCS reserves the right to request additional documentation or additional policies be provided at its sole discretion and where deemed in its best interest. HCS in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities.

Vendor shall provide Worker's Compensation Insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances as required. All insurance must be occurrence based. Vendor shall add Hamilton County Department of Education as additional named insured by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement number (#) for each additional named insured. Complete copies of insurance policies must be provided, if requested. A failure to provide said documentation will be considered a contract breach and grounds for termination of contract or pending award recommendation.

Insurance Required	
Coverage	Amount
Workers Compensation	Statutory Limits of Tennessee
Employers Liability	\$1,000,000 per occurrence
Commercial General Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Auto (Truck) Liability	\$1,000,000 each occurrence

- 46. **Invoices:** will be returned for correction unless they contain the following information: purchase order number; item numbers; description of item; quantity; unit price; extensions; and total.
- 47. **New equipment:** the vendor shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *Note: when the bid is for services, this item does not apply.*
- 48. **Non-Collusion:** vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
- 49. **Non-Conflict Statement:** vendors, by submitting a signed bid, agree 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. Supplier warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of HCS as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the contractor in connections with any goods provided or work contemplated or performed relative to the agreement.
- 50. **Non-Discrimination Statement:** supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status 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. Supplier 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. Suppliers 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. Supplier covenants that it does not engage in any illegal employment practices.

51. **Payment Method**- HCS utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from HCS Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.
- a. The second method is the use of the HCS Credit Card (MASTERCARD). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the HCS Credit Card (MASTERCARD) as a form of payment. Bidders are prohibited to charge HCS any type of merchant fee from their financial institution to accept this type of payment.
52. **Payment Terms**: HCS payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the contract documents.
53. **Public Access to Procurement Information**: Subject to the requirements of the TN Open Records Act, information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or bid has been completed. All public records pertaining to procurement shall be open for inspection during normal business hours as scheduled in advance with the Procurement Department.
54. **Protest of Award**: Any vendor who has submitted a timely bid or bid in response to a solicitation may protest the recommendation of award for a contract by submitting such protest to HCS's Director of Procurement. Any protest must be submitted in writing and be in the possession of the Procurement Department before noon (ET) of the 2nd working day following the public recommendation of contract award.

FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS.

55. **Right to Audit**: During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of HCS to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid/charged under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for seven (7) years from the date of payment under this Contract for inspection by HCS or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.
56. **Safety Data Sheets**: After award, the successful bidder(s) will be required to provide HCS with a master set of Safety Data Sheets for any applicable products.
57. **Severability**: If any provisions of these Rules or any application thereof to any person or under any circumstance is held to be invalid, such invalidity shall not affect the provisions or applications of these rules which can be given effect without the invalid provision or application, and to this end the provisions of these Rules are declared to be severable.

58. **Termination for Cause:** In the event of any breach of contract by the successful service provider(s), HCS may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then HCS shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to HCS, either at law or in equity.
59. **Termination for Convenience:** Contract may be terminated for convenience by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination unless otherwise specified in the solicitation and/or contract documents. Said termination shall not be deemed a Breach of Contract.
60. **Termination Due To Non-Appropriation:** HCS shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of HCS's future fiscal years unless and until HCS appropriates funds for this Contract in HCS's Budget for each such future fiscal year.
61. **Terms and Conditions:** In the event of a conflict between the specifications and these terms and conditions, the specifications will govern.
62. **Warranties:** Vendor warrants to HCS 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. Vendor extends to HCS all warranties allowed under the U.C.C. Vendor shall provide copies of warranties to the HCS. Return of merchandise not meeting warranties shall be at Vendors expense.
63. **Waiving of Informalities:** HCS reserves the right to waive minor informalities or technicalities when it is in the best interest of HCS.
64. **Governing Law/Jurisdiction:** **The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Hamilton County, Tennessee. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees. By submission of a proposal and acceptance of a Purchase Order or Contract, Vendor hereby agrees to adhere to Governing Law/Jurisdiction requirements as described herein.**

HCS DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.

SPECIAL CONDITIONS

1.0 CONTRACT PERIOD

1.1 The Vendor shall be responsible for furnishing and delivery to the HCS requesting Departments(s) the commodity or services described herein on an “as-needed basis” for: one (1) two-year (2) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term: not to exceed two (2) years. The increments of renewal shall be at the sole discretion of HCS as deemed in its best interest. Total contract period available shall be: four (4) Years.

1.2 The Contract Period is expected to begin July 1, 2024 or soon thereafter.

2.0 MASTER CONTRACT NOTICE

2.1 This is a “Master” contract, which is not for any specific project or need. Work to be performed under this contract will be authorized, scheduled, funded, and accounted for by the issuance of Purchase Order (PO), by the requesting department. The requesting department reserves the right to provide additional project/order clarification details with the issuance of and within or attached to each PO. Such items shall be minor in nature such as providing for service completion dates, delivery locations, delivery and working hours, number of units, contact information, etc...

SCOPE OF SERVICES

BID 24-42, Elevator Inspection, Repair and Preventative Maintenance Program

1.0 SUMMARY OF SCOPE

1.1 Hamilton County Schools (HCS) seeks to contract with a qualified, experienced, and professional Vendor to provide a comprehensive program of preventative maintenance for the equipment located in Hamilton County Schools. Responsive proposals shall fulfill the owner's requirements as further detailed below in the major subject areas of:

- Reliability
- Responsiveness
- Accountability
- Safety and Liability Protection

2.0 DETAILED SCOPE OF SERVICES

2.1 The services and products provided by the Vendor shall include, but not be limited to the following provisions:

2.2 Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Solicitation/Contract Documents. All Unit Prices shall be bid at the nearest whole penny. Any requested labor rates shall be fully loaded labor rates inclusive of pay, overhead, profit, social security, taxes, and any other incidental costs associated with such labor. There shall be no overhead or profit added to fully loaded labor rates.

2.3 Vendor shall provide a written quote upon request for all service/repair related work orders prior to providing any services.

2.4 Vendor shall ensure that project site is restored to the satisfaction of HCS, at its sole discretion, following all work completed under this Agreement. Following project specific needs, additional services unrelated to the specified scope of work as described herein may be required to provide for full project completion. Such services may be requested under this Agreement on a project-by-project basis where Vendor or HCS deem necessary and applicable.

2.5 Within ten (10) days after the Notice of Award of a specific project or issuance of equivalent work authorization, Vendor shall provide a signed Agreement, required bonding, valid insurance and other documents deemed necessary by the HCS authorized representative.

RELIABILITY

Maintenance Management Program

The importance of consistently maintaining the Equipment in a safe, fully operational condition demands that the Contractor have an effective maintenance management program. Such a program includes pre-established and documented maintenance procedures and schedules on which to base the frequency of the performance of these maintenance procedures. Contractor will use a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the Contractor in this scheduling system, which will be used to plan maintenance activities in advance. Each unit will be provided with a device/trip counter that monitors equipment usage and displays the cumulative number of elevator starts. The schedules are to be based on actual site conditions and equipment usage. The Contractor will have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Contractor will have an effective system of self-audit to ensure compliance with the requirements.

Standard Work Processes

The Contractor shall have in his possession written procedures of all maintenance tasks to be performed, complete and thorough in description. These written procedures will include the step-by-step tasks necessary to comprehensively complete the procedure. Written procedures will be available to all Contractor personnel who could reasonably expect to be working on any of the equipment covered under this contract on either a permanent or temporary basis. The purpose of this requirement is to ensure uniformity of the quality of Work performed and to provide documentation toward that goal. These written procedures will remain the property of the Contractor but will be made available to the Owner for examination upon request.

Scheduling Of Work

Contractor will use a standardized scheduling method to plan the required maintenance procedures for the next scheduled exam. The required maintenance procedures will be determined for each unit based on the equipment usage as indicated by the trip counter and by the unit's callback history so as to schedule maintenance procedures to minimize callbacks and unscheduled shutdowns. The cumulative number of elevator starts will be recorded on the scheduler. The Contractor will have an established system whereby all maintenance tasks and procedures are planned and scheduled in advance, based upon actual site conditions (i.e., the number of starts that elevators have made). Each elevator will be tracked separately and an individual schedule will be generated for each unit.

Contractor will use the maintenance management program to plan and record completion of maintenance procedures as defined in the standard work practices at the proper intervals. Intervals will be monitored and recorded off each unit's trip counter so as to properly schedule these procedures in advance.

Use of Technology

Contractor shall demonstrate a capability to effectively use advanced technology to enhance the quality and efficiency of its maintenance program. Such capabilities may include but are not limited to Remote Elevator Monitoring technology, enhanced access to technical support for front line technicians, advanced data collection and analysis capabilities, and on-line customer access to maintenance records.

Scope of Work for Equipment Maintenance

The service to be performed by the Contractor under this specification shall consist of furnishing all supplies, materials, labor, tools, and equipment necessary to provide inspection, maintenance, adjustment, repair, and emergency callback service for the Equipment as hereinafter listed.

This service shall include inspection, lubrication, adjustment, and, if conditions warrant, repair or replacement of the following parts:

- Controllers, selectors, and dispatching equipment, relays, solid state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment,
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting,
- Hoistway door interlocks, hangers, bottom door guides, and auxiliary door closing devices,
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts,
- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings,
- Operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except those contained in the main line disconnect).
- Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies,
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

- Chair lift, safety switches, ramp guides, motors, safety arms, pulling gears, up and down control switches.

Contractor will keep all equipment, including, but not limited to, pits, machine rooms, machine room equipment, hoistway door mechanisms and car tops clean and orderly. Contractor shall paint the Equipment often enough to maintain a professional appearance, to prevent rusting and preserve the Equipment. All paint shall be suitable for the purpose intended and shall be of high quality. In all circumstances, application of the paint shall comply with current ASME/ANSI Elevator Codes and applicable local codes.

Contractor shall lubricate the Equipment at intervals recommended by the Equipment manufacturer or as dictated by the use of the Equipment. All lubricants shall be suitable for the purpose and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied. (Lubricants, cleaning fluids and all combustible liquids shall be stored in an OSHA approved metal cabinet in the machine room.) Contractor shall at intervals recommended by the Equipment manufacturer or as dictated by the usage of the Equipment drain and flush hoist machine gear cases, bearing oil reservoirs, and door operators and refill with the proper type and grade of oil.

Contractor shall renew all wire ropes as often as necessary to maintain an adequate factor of safety and shall equalize the tension on all hoisting ropes, and shall repair or replace conductor cables and hoistway and machine room elevator wiring as conditions may warrant. Contractor shall shorten all ropes as necessary and where appropriate to provide continued safe operation and to maintain normal traction.

Contractor shall adjust the Equipment as necessary when the operation of the Equipment varies excessively from its normal or originally designed performance as a result of normal wear and tear or when necessary to preserve the useful life of a part or assembly.

Contractor shall make repairs to and/or replace all damaged or broken parts or components resulting from normal operation of the Equipment. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made to ensure continued normal operation, to extend the useful life of the Equipment or any of its components, or when necessary to continue safe, dependable operation.

Contractor shall maintain on site a supply of spare parts sufficient for normal maintenance and repair of the Equipment. Contractor will maintain a supply of major parts in a local warehouse or have these parts available to them within 24 hours except parts that are obsolete and are not readily available on the open market.

Contractor shall be responsible for maintaining wiring diagrams current with all changes/or additions made to the Equipment's wiring system. The original (reproducible type) diagrams are the property of Owner and are to be kept on file in the office of the building manager or the office of the building engineer at all times. Additionally one set of marked up diagrams shall remain or become the property of the Owner.

Parts Inventory

Contractor agrees to maintain for the performance of routine preventative maintenance, a supply of frequently used replacement parts and lubricants to meet the specific requirements of the Equipment. Any parts replaced under this contract will be with new parts manufactured or selected by the manufacturer or with parts refurbished to manufacturer's standards. Contractor further agrees to maintain a supply of replacement parts in his local parts warehouse inventory, available for express delivery in case of emergencies. Contractor shall maintain a supply of genuine manufacturer's major components available for emergency replacement in warehouse inventory.

Callback Reduction

The contractor shall have implemented a statistically based callback reduction program. A quarterly progress report and action plan shall be submitted to and coordinated with the owner. The purpose is to ensure that the contractor is actively working to reduce callbacks on a priority basis. The contractor shall submit with his bid a detailed description of its system for callback reduction plus

samples of all the above reports.

RESPONSIVENESS

24-Hour Service

Contractor will provide a dedicated 24-hours/day, 365 days/year dispatching service manned by personnel who are directly employed by the Contractor. In the event a unit malfunction occurs between regular examinations, a trained customer service representative will dispatch a technician to perform emergency minor adjustment callback service.

Each callback that is dispatched by Contractor's dispatching center shall be recorded by the dispatching center. At a minimum, the dispatching center must record for each callback the specific unit, source of callback, specific remedy/resolution by the technician, date and time of call, time of dispatch, time of correction (unit back in service), and the calculated response times.

Each callback will be immediately dispatched via two-way wireless communication to assure prompt and reliable service. Average response times to emergency callbacks on regular time shall be no longer than one hour.

Emergency callbacks during regular working hours are included under this contract, except as excluded in the "Clarifications" section. For these units, the Owner will be responsible to pay for overtime only at the difference between the overtime and regular time at Contractor's standard billing rate.

ACCOUNTABILITY

Customer Service

Contractor will assign a representative to Owner's account available for consultation in any matter relating to the maintenance of the units. The representative will be available to discuss elevator needs with the Owner in areas of modernization, traffic handling ability, recommendations and requirements of code authorities, and proper use and care of the units.

Quality Control

Contractor shall perform periodic surveys and audits to verify that the Equipment conforms to manufacturer's requirements for maintenance quality, safety, and code requirements. In addition, during the term of this Contract, Contractor shall maintain callback and repair data for each unit, and records of maintenance work completed.

Maintenance Records

The Contractor will have an established record keeping system by which individual records are kept for each elevator and chair lift. The system will be detailed enough to keep track of each specific maintenance procedure completed and when it was completed. The documentation system will also log all reports of elevator and chair lift service calls placed by the Owner and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem. These records will also be kept on an individual unit basis.

Contractor will keep archived a maintenance history, used by the technician to record completed work. The maintenance history must indicate the last completion date for each procedure by unit. The history shall be maintained throughout the life of the contract so that procedures completed in years prior to the current year are properly documented.

At any time, at the Owner's request, Contractor shall provide the Owner with a copy of its standard Customer report of equipment improvements, repairs, tests, and service calls for the units, listed per unit.

The records described herein shall be available at any time for the Owner's review but remain the property of the Contractor.

Sole Responsibility

The maintenance work shall be performed only by technicians directly employed and supervised by the contractor, who are experienced and skilled in maintaining or repairing equipment similar to that listed in the attachment to this specification. The maintenance work (with the exception of certain off site specialist work such as major motor rebuild) shall not be assigned to any agent or subcontractor.

SAFETY AND LIABILITY PROTECTION

Safety and Tests

Contractor will periodically inspect the elevators as required by the ANSI A17.1 Code. Contractor will conduct an annual No-Load Safety Test on each traction elevator and an annual No-Load test and annual Pressure Relief Valve Test on each hydraulic elevator as outlined in the ANSI A17.1 Code. On each traction elevator, Contractor shall further conduct a Full-Load, Full-Speed test of the safety mechanisms, overspeed governors, and car and counterweight buffers within a five-year interval from such previous test for that unit, as outlined in the ANSI A17.1 code. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked. Cars shall not be placed in service until all tests, checks, and adjustments are complete and elevators are in proper working condition. The Contractor shall not be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of his negligence.

Contractor shall perform annual test of Firefighter's Service features on each elevator with such features as outlined in ANSI A17.1 Code.

Safety Management Program

The importance of following safe work practices demands that the Contractor have an active and effective safety program. The Contractor will demonstrate that it has a history of safe work practices, that regular safety education is given to its employees, and that all federal safety mandates are complied with and properly documented. Contractor's personnel will use appropriate personal protective equipment and follow safe work practices in order to comply with all federal and state occupational safety laws and regulations.

Federal OSHA Requirements

The Contractor will document that federal safety training requirements applicable to elevator mechanics have been met. The Contractor will have evidence of meeting the following training requirements annually:

1. Electrical Safe Work Practice
2. Hazardous Communications Training
3. MSDS Training
4. Lockout/Tagout Training

Emergency Response Plan

The Contractor shall have a written plan for response to a natural disaster that would include the inspection and repair of elevator and chair lift equipment and inspection/certification for return to service.

Hazardous Waste

The Contractor shall dispose of all waste materials generated in the normal servicing of the units. This service shall consist of the reliable and quick disposal of lubricants, cleaning materials, paints, and absorbents collected in routine maintenance. Method of disposal shall conform to all federal and state environmental regulations. For the protection of the Owner, a documented audit trail must exist for the disposal of hazardous waste material. Material Safety Data Sheets (MSDS) shall be made available at the Owner's request for all solvents, cleaners, and lubricants used in performing the specified work.

Contractor must endeavor to reduce generation of waste materials, minimize risks to the environment, the Owner, the general public, and their employees, and shall comply with all federal and state environmental laws and regulations. **Contractor shall submit as Exhibit "G", a description of its company's environmental protection policy.**

ADDITIONAL PROVISIONS

The Owner may, by written notice to the Contractor, terminate the contract if Contractor materially fails to perform any of the obligations under the Contract and does not cure such failures within ninety (90) days after receipt of such written notice specifying in detail such failure.

The Owner reserves the right to reject any and/or all bids.

Qualification for Award

In order to qualify for consideration, the bidder must demonstrate a history of high service quality and sensitivity to safety and environmental concerns. To be considered, the bidder must meet the following conditions:

The bidder's service organization must be strong enough to sustain the normal volatility of the business cycle. The bidder must also be capable of demonstrating customer satisfaction in the long term. Thus, the bidder must have at least 10 years of experience in providing elevator service. The bidder must provide a reference list of at least 5 major long-term customers of size and scope similar to that of Owner. **The reference list should be attached with the bid submission in Exhibit "A", and should include customer names, phone numbers, contacts, years of service, and number of elevators on service.**

Contractor will use trained personnel directly employed and supervised. They will be qualified to keep the equipment adjusted, and they will use all reasonable care to maintain the elevator equipment in proper and safe operating condition. The Contractor shall be able to demonstrate that it has personnel qualified to maintain the various makes of Equipment listed.

The Contractor must have technical and engineering support, which is available within 24 hours to assist the local operation to solve any complex maintenance and repair issues, which may arise.

When conditions warrant, Contractor will repair or replace all portions of the Equipment included under this Specification with the following exclusions:

- Mainline and auxiliary disconnect switches, fuses and feeders to control panels, heat sensors, and smoke sensors, rail alignment when affected by building compression or shifting.
- Lamps for car and machine room illumination.

- Doors, door frames, sills, swing door hinges and closing devices
- Car enclosures (Including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors, car interior finish and floor coverings), and telephone equipment, intercoms, communication equipment, or safety signaling equipment not installed by the Contractor, or instructions or warnings in connection with use by passengers; hoistway enclosure; hoistway inserts and brackets, hoistway entrance frames, hoistway gates, doors and sills and signal fixture faceplates.
- Below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping.
- Repairs required because of negligence or misuse of the Equipment by anyone other than the Contractor, its employees, subcontractors, servants or agents.
- Computer or microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system.

All maintenance procedures and repairs will be performed during the regular working hours of the regular working days for applicable Local of the International Union of Elevator Contractors (IUEC). All lamp and signal replacements will be performed during regular examinations.

Contractor will be provided with unrestricted ready and safe access to all areas of the building in which any part of the units are located. The Owner will keep all machine rooms and pit areas free

from water, stored materials, and debris. Owner will provide a safe work place for Contractor's personnel, and will remove and premeditate any waste or hazardous materials in accordance with applicable laws and regulations. Owner agrees to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any units.

Contractor shall not be required:

- (1) to make any tests other than that as specifically set forth herein,
- (2) to make any replacements with parts of a different design or type,
- (3) to make any changes in the existing design of the units,
- (4) to alter, update, modernize, or install new attachments to any units except as described in these specifications, whether or not recommended or directed by insurance companies or by government authorities,
- (5) to make repairs or replacements necessitated by failures detected during or due to testing of buried or unexposed hydraulic cylinders or piping
- (6) to pay the cost of annual operating permits or government/third party inspection fees for the equipment.

Method by which Contractor will provide service in the event of a work stoppage:

EXHIBIT C: MAINTENANCE PLANNING

Provide a sample of the scheduling method to be used to manage the maintenance activities for this account.

EXHIBIT D: MAINTENANCE RECORDS

Provide a sample of the record-keeping format to be used to document the completion of maintenance activities for the history of this account.

EXHIBIT E: RESPONSE TIMES & CALLBACK RATES

Provide average response times and equipment down times for callbacks. Also, provide trends for service callback rates for at least the past three years.

EXHIBIT F: SERVICE CAPABILITIES

- *Provide a description of methods and systems for contacting mechanics to assign trouble calls, both regular and overtime.*
- *Description/Location of Field Engineering personnel available for complex technical assistance.*

School	Number Elevators	Chair Lift	School Address
40 th Street	1		1161 West 40 th Street; Chattanooga, TN 37409
Battle Academy	1		1601 Market St, Chattanooga, TN 37402
Brown Academy	1		718 E 8th St, Chattanooga, TN 37403
Brown Middle	1		5716 Highway 58; Harrison, TN 37343
Chattanooga High	1	5	1301 Dallas Road; Chattanooga, TN 37405
CSAS	1		865 East Third Street; Chattanooga, TN 37403
East Brainerd Elementary	1		7660 Goodwin Rd, Chattanooga, TN 37421
East Hamilton High School	1		2015 Ooltewah Ringgold Rd, Ooltewah, TN 37363
East Hamilton Middle School	1		3550 Bentwood Cove Drive, Apison, TN 37302
East Lake Middle Academy	1		3600 Dodds Avenue; Chattanooga, TN 37407
East Ridge High	1		4320 Bennett Road, East Ridge, TN 37412
East Ridge Middle	1		4400 Bennett Road, East Ridge, TN 37412
Hillcrest Elementary	1		4302 Bonny Oaks Drive; Chattanooga, TN 37416
Hixson High	1		5705 Middle Valley Road; Hixson, TN 37343
Hixson Middle	1		5681 Old Hixson Pk; Hixson, TN 37343
Howard High	1		2500 Market St, Chattanooga, TN 37408
Lookout Mtn Elementary	1		321 North Bragg Ave; Lookout Mt., TN 37350
Middle Valley Elem	1		1609 Thrasher Pike, Hixson, TN 37343
Normal Park Lower	1		1009 Mississippi Ave; Chattanooga, TN 37405
Normal Park Upper	1		1219 W Mississippi Avenue; Chattanooga, TN 37405
Ooltewah High	3		6123 Mountain View Rd; Ooltewah, TN 37363
Orchard Knob Elementary	1		400 Orchard Knob Ave; Chattanooga, TN 374047
Red Bank High	1		640 Morrison Springs Road; Red Bank, TN 37415
Red Bank Middle	1		3701 Tom Weathers Drive, Red Bank, TN 37415
Sale Creek Middle/ High	1		211 Patterson Rd, Sale Creek, TN 37373
Signal Mountain Mid/High	1		2650 Sam Powell Tr; Signal Mountain, TN 37377
Soddy-Daisy High	2		618 Sequoyah-Access Rd; Soddy Daisy, TN 37379
Thrasher Elementary	1		1301 James Boulevard; Signal Mountain, TN 37377
Tyner High Academy	1		6836 Tyner Road; Chattanooga, TN 37421
Tyner Middle		1	6837Tyner Rd; Chattanooga, TN 37421
Total	32	6	

HAMILTON COUNTY DEPARTMENT OF EDUCATION
Chattanooga, Tennessee 37421
SOLICITATION RESPONSE & BID/PROPOSAL FORM

BID 24-42, Elevator Inspection, Repair and Preventative Maintenance Program

- 1. Vendor Name _____
- 2. Vendor Address _____
- 3. City _____ State _____ Zip _____
- 4. Telephone Number _____ Fax Number _____
- 5. Contact Person _____
- 6. Contact Person's email address _____
- 7. By submission of this bid/proposal, each Vendor and each person signing on behalf of any Vendor 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 Vendor is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 8. Authorizing Signature _____
(Sign)
- 9. Authorizing Print Name & Title: _____
- 10. Vendor's Hamilton County Business License Number _____
(If Applicable) Attach A Copy Of The License.
- 11. I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____
- 12. Do you accept the Terms and Conditions of the solicitation/contract? Yes _____ No _____
- 13. May other Government Agencies in Tennessee purchase these products/services at the same prices as this bid/proposal? Yes _____ No _____
- 14. Will you accept E-commerce payments? Yes _____ No _____
- 15. Pricing: Complete following page Bid/Proposal Form

REMINDER:

All questions pertaining to this solicitation must be submitted electronically to doe_purchasing@hcde.org no later than **8 calendar days** prior to the Opening/Due date designated herein. Failure to submit a question in the timeframe indicated above may result in the question going unanswered at the discretion of HCS.

An extension to the opening date does not guarantee an extension to the question deadline period. Such will be communicated in associated addendum posting.

It is the sole responsibility of the Vendor to ensure they receive/obtain all solicitation related documentation.



BID/PROPOSAL FORM

COMPANY NAME: _____

SOLICITATION: BID 24-42, Elevator Inspection, Repair and Preventative Maintenance Program

Having carefully examined the Solicitation/Contract Documents, Contractor/Vendor proposes to furnish the Scope of Services as described herein and within all applicable proposal submission documents for the fee(s) as presented below.

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Solicitation/Contract Documents. All Unit Prices shall be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices shall prevail and the corrected extension(s) and total(s) will be considered the price.

HCS requests bids/proposals be submitted on bid/proposal forms provided by the HCS for this solicitation. Fee(s) submitted on other forms, other than those provided by the HCS, may be deemed Non-Responsive upon review by and at the sole discretion of the HCS Purchasing Office.

Elevator Inspection, Repair and Preventative Maintenance Program

Item	Description	Price
1	Annual Contract Cost for Quarterly Inspections	\$
2	Quarterly Inspection Cost	\$
3	Labor Rates During Regular Working Hours; 8:00 am – 4:00 pm	\$
4	Labor Rates after Hours and on Weekends	\$
5	Team Mechanic Per Hour	\$
6	Mileage Rates	\$

CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid/bid and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. Title IX of the Education Amendments of 1972
4. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County Department of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

Signed _____ Dated _____

Print Name _____ Email _____

Company _____ Telephone No. _____

Address _____ Fax No. _____

City _____ State _____ Zip _____

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion. I certify and acknowledge that I have reviewed and approved the release of this proposal/bid for HCS's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal/bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date

**Drug-Free Workplace Requirements & Affidavit
TENNESSEE CODE ANNOTATED, § 50-9-113**

- (1) Each Contractor or Subcontractor with no less than five (5) employees receiving pay shall submit an affidavit stating that such employer has a drug-free workplace program in effect at the time of submission of bids. Said program shall comply with Title 50, Chapter 9, TCA.
- (2) If it is determined that an employer subject to the provisions of this section has entered into a contract for this Project and does not have a drug-free workplace pursuant to the referenced requirements, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance.
- (3) The written affidavit shall be submitted with the Construction Contractor's Bid Form, and the Bid shall not be considered complete if said affidavit is not included, and the Bid shall be rejected as Non-Responsive. For all other product or service contracts submission of the affidavit is encouraged only.
- (4) For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development.

(To be submitted with bid by construction contractor with 5 or more employees and encouraged for all others)

AFFIDAVIT

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 the Tennessee Code Annotated, § 50-9-113.

President of Principal Officer

For: _____

STATE OF TENNESSEE}
COUNTY OF _____}

Subscribed and sworn before me by _____, President
or principal officer of _____,

On this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

Instructions for Non-Collusion Affidavit

- (1) This non-collusion affidavit is material to any contract awarded pursuant to this bid.
- (2) This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- (3) Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
- (4) In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- (5) The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

**Non-Collusion Affidavit
(Attachment A)**

State of _____

County of _____

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____, its affiliates, subsidiaries, officers, directors and
(Name of my Firm)
employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

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

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

(Signature and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF
_____, 20 _____

NOTARY PUBLIC:

My Commission Expires: _____

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or bid regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract 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 Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Company Name

Signature of Authorized Official

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or personally known, this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**Hamilton County Board of Education
Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

The prospective participant / vendor certifies, by submission of this bid, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

Where the prospective participant / vendor is unable to certify to any of the statements in this Certification, such prospective participant / vendor shall attach an explanation to this bid.

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

Signature

Certification of Compliance with Tennessee Public Chapter # 587

The General Assembly of the State of Tennessee requires any person, corporation or other entity who enters into or renews a contract with a local board of education comply with Tennessee Public Chapter #587 (TPC587).

TPC587 requires persons, employees of the person or corporation that have direct contact with school children or access to school grounds when children are present to have supplied to the corporation a fingerprint sample and have conducted a criminal history records check 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. (The Public Chapter 1080, (D) was amended to: “A person whose contract is for the performance of a service at a school-sponsored activity, assembly or even at which school officials or employees are present when the service is performed and where the activity, assembly, or event is conducted under the supervision of school officials or employees.”)

TPC587 provides guidance for employees who have been convicted of an offense that is classified as a sexual offense or a violent sexual offense.

I have read the attached TENNESSEE PUBLIC CHAPTER # 587 and certify compliance with the regulations.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Sealed Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Submission/Proposal".

BID/PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	24-42
SOLICITATION TITLE:	Elevator Inspection, Repair and Preventative Maintenance Program
OPENING/DUE DATE:	June 18, 2024
TIME DUE:	Prior to: 11:30 AM
SUBMITTED BY:	_____
	(Name of Company)
<small>e-mail address</small>	<small>Telephone</small>
DELIVER TO:	Hamilton County Board of Education Attn: Purchasing Department 3074 Hickory Valley Road Chattanooga, TN 37421

*Notices:

- The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the HCS solicitation for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label or other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.
- Submissions received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of HCS.
- Some submissions may require the Vendor to provide the company name, Tennessee Contractor's license number, expiration date, license classification and company address on the outside of the sealed bid envelope in accordance with TCA 62-6-119. Where this is requested within the project documents the Vendor is solely responsible for compliance with this request.

PLEASE PRINT CLEARLY