



Business

Department

School Administration Building

304 New York Ave

Oak Ridge, Tennessee 37830

Phone (865) 425-9005

Fax (865) 425-9060

Request for Proposal

Description of items/services requested:

The Oak Ridge Schools Board of Education is soliciting proposals for **Elevator & Lift Maintenance for Oak Ridge Schools (RFP 24-008)**.

General Requirements:

Proposals, bids, or responses will be accepted by the Oak Ridge Schools Business Department no later than **2:30 PM EST, March 7, 2024**. Every document must be enclosed in an envelope clearly marked as a bid document. 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. 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:

Mary Ann Riley, Purchasing Specialist
Re: Elevator & Lift Maintenance
(RFP 24-008)
Oak Ridge Schools
304 New York Ave
Oak Ridge, TN 37830

Specifications for Elevator and Lift Maintenance

Oak Ridge Schools

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 Director 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 Director 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.
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- 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.

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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 as 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. Contractor will perform initial test at the beginning of the contract.

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. Contractor shall email a copy of the invoice with an itemized list of work completed per visit. Invoice shall reference service ticket previously emailed to the Maintenance and Operations Department. Invoice shall be emailed to orspurchasing@ortn.edu.
- f. 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
Oak Ridge High School	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
Robertsville Middle School	245 Robertsville Rd Oak Ridge, TN 37830	Elevator 1	Right side of intersection of 5 th grade hallway	MKO
Jefferson Middle School	200 Fairbanks Rd Oak Ridge, TN 37830	Elevator 1	Hallway left from the main lobby	ThyssenKrupp
Willow Brook Elementary School	298 Robertsville Rd Oak Ridge, TN 37830	Elevator 1	Main lobby	Montgomery
Glenwood Elementary School	125 Audubon Rd Oak Ridge, TN 37830	Elevator 1	Main lobby	ThyssenKrupp
Linden Elementary School	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

Elevator RFQ Fee Table

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

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 the 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.
6. Please provide estimated lead time for equipment after receipt of order as well as length of time needed for install.
7. A copy of your W-9 should be included with bid documents.
8. Any questions should be directed to Mary Ann Riley via email: orspurchasing@ortn.edu

Schedule:

1. An optional visual inspection may be requested by contacting Allen Thacker or Mitch Harper of Oak Ridge Schools Maintenance and Operations Department at 865-425-3171.
2. Sealed bids will be opened at the School Administration Building, 304 New York Avenue, Oak Ridge, TN 37830 at **2:30 PM EST March 7, 2024**.

Bidding Procedures

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

Mary Ann Riley,
Purchasing Specialist
Elevator & Lift
Maintenance (RFP 24-008)
304 New York Ave.
Oak Ridge, TN 37830

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. Price will be the primary factor when determining the successful bidder assuming all bid specifications are met. 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 the Owner 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."

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.

EDGAR Certification: The EDGAR certifications and provisions are required and applied when Oak Ridge Schools expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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.

Facsimile 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 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. Bids will be denied if these provisions are not included in the contract.

Non-Boycott of Israel Affidavit: Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to TCA 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

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

Payments: Invoices that are submitted by the awarded bidder are required to provide accurate and current addresses. Payment terms shall be specified in the bid response, including any discounts for early payment. The Oak Ridge Schools Business Department discourages the practice of picking up checks in person unless there is an emergency situation.

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.

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.

Taxes: Oak Ridge Schools is tax exempt.

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
page 1

Owner: Oak Ridge Schools Board of Education
Mary Ann Riley, Purchasing Specialist
School Administration Building
304 New York Ave
Oak Ridge, TN 37830

Project: Elevator & Lift Maintenance for ORS
RFP 24-008

Bid Opening: 2:30 PM EST, March 7, 2024

Company Name: _____

Address: _____

Phone Number: _____

Email: _____

Signature: _____

Title: _____

Date: _____

Main Bid: *This Price is to be for the complete specified equipment and installation as outlined within this RFP 24-008. ALL COSTS ARE TO BE INCLUDED IN THE FINAL PRICE.*

Bid Form

page 2

The proposer shall use the Contractor Rate Table and the Elevator RFQ Fee Table to indicate the offered price for providing all services proposed, including all services as defined in the RFP Specifications. (The Bid Form includes these tables.)

Contractor Rates as charges to the Owner:

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

Please attach detailed specifications

Elevator RFQ Fee Table

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

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 _____

County of _____

_____ 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 acknowledge 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 _____, _____.

Signature of Officer

Notary Signature

Typed Name of Officer

Office

Notary Seal

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.

Signature

Date

Printed Name

Title

Name of Firm/Company

*https://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Annotation_12-12-106._Iran_Divestment_Act-July.pdf

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: _____

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: _____