

REQUEST FOR PROPOSAL

NUMBER 10-123

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Pursuant to § 4.12.040 M.C.L., this solicitation document serves as the written determination of the Purchasing Agent, that the use of competitive sealed bidding is neither practicable nor advantageous to the Metropolitan Government. Therefore, this solicitation will facilitate the entering into of contract(s) by the competitive sealed proposals process.

RFP Title:
**Full Service Elevator, Escalator, Chairlift and Platform Lift
Maintenance and Repair**



Procurement Staff Contact:
Chuck Yancey
Contract Specialist

This proposal solicitation document is prepared in a Microsoft Word (Office for Windows) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Metropolitan Government.

There may be one or more amendments to this proposal solicitation. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to Metro Purchasing. Please send this information to Jan Wiles via fax at (615) 862-6179 or by e-mail at jan.wiles@nashville.gov. **Metro will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.**

RFP Number	10-123
Company name	
Mailing address	
Phone number	
Fax number	
Contact person	
Email address	

Emailed amendments will be sent in a Microsoft Word (Office for Windows) format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Metropolitan Government.

Amendments also will be posted on the Metro Government Purchasing web site (<http://www.nashville.gov/bob/index.asp>) and attached to the solicitation listing as a PDF file. Check the Business Opportunities Bulletin web page for the particular proposal solicitation for any posted amendments.

Table of Contents

1) Introduction/Overview.....	5
A. Purpose.....	5
B. National Contract.....	5
. Estimated Volume	6
B. Objective.....	22
C. Scope of Services	22
D. Background.....	23
E. Inquiries	23
F. Method of Source Selection	23
G. Pre-Proposal Conference.....	24
H. Minimum (general) criteria to be determined “ <i>Responsive</i> ”	24
I. Minimum (general) criteria to be determined “ <i>Responsible</i> ”	24
J. Projected Timetable.....	24
2) Constraints on the Contractor	25
3) Functional Requirements.....	25
4) Contractor Personnel Requirements	28
5) Contractor Responsibilities.....	29
6) Metro Departmental Responsibilities.....	30
7) Metro’s Right to Inspect	30
8) Terms and Conditions of Contract	30
9) Procurement Nondiscrimination Program Requirements Note: The Procurement Nondiscrimination Program Requirements are applicable solely to Metro Government of Nashville and Davidson County	30
10) Assistance to Small Businesses as Subcontractors and Suppliers	31
11) Instructions for Proposal	33
A. Compliance with the RFP	33
B. Acknowledgment of Insurance Requirements	33
C. Delivery of Proposals	33
E. Ambiguity, Conflict, or Other Errors in the RFP	36
F. Proposals and Presentation Costs	36
G. Rejection of Proposals.....	36
H. Acceptance of Proposals	36
I. Requests for Clarification of Proposals	36
J. Validity of Proposals	36
12) Evaluation Criteria.....	36
• Tab I, Business Plan for Metro and National Program.....	37
• Tab II, Experience and Qualifications of Company and Team for Metro and National Program.....	37
• Tab III, Compensation and Cost Data	38
• Tab IV, Capacity and Ability to Meet Scheduling Requirements	38
• Tab V, Past performance and References	38
• Tab VI, Small Business Participation.....	40

Attachments

- **Attachment A - Procurement Nondiscrimination Program.....41**
- **Attachment B - Affidavits.....46**
- **Attachment C - Guidelines for Assistance to Small Business.....47**
- **Attachment D - List of Proposed Small Businesses.....49**
- **Attachment E - National IPA Documents Exhibit A-
F.....50**

Exhibits

- **Exhibit A - Sample Contract.....73**

Request for Proposals

RFP Title:

Full Service Elevator, Escalator, Chairlift and Platform Lift Maintenance and Repair

All Proposals submitted are Public Record after Award.

Submission of a proposal is an official waiver of confidentiality statements.

1) Introduction/Overview

A. Purpose

The Metropolitan Government of Nashville and Davidson County ("METRO") is requesting sealed proposals from qualified firms for the purchase of the following products and services:

A full service elevator, escalator, chairlift and platform lift, maintenance and repair program that:

1. Ensures consistent performance standards are applied throughout Metro.
2. Reduces elevator, escalator, chairlift and platform lift response time and repair turn-over.
3. Standardizes elevator, escalator, chairlift and platform lift maintenance procedures, processes and reporting.
4. Assists Metro in establishing prioritization schedules for repair and maintenance.
5. Maintenance, service, repair and replacement of materials and equipment in elevator, escalator, chairlift and platform lifts of a similar manufacturer and control system as those covered by this contract.

National Contract

The METRO, as the Principal Procurement Agency, has partnered with the National Intergovernmental Purchasing Alliance Company (herein National IPA) to make the resultant contract from this solicitation available to qualified Participating Public Agencies nationwide. National IPA provides marketing and administrative support for the Supplier (herein also referred to as Contractor or Consultant) that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to public agencies on a national basis. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier as stated Attachment E

National IPA Administrative Agreement

The Contractor will be required to enter and execute the National Intergovernmental Purchasing Alliance Administration Agreement with National IPA concurrently upon award with the Principal Procurement Agency Master Agreement before services can commence (see **Attachment E**). The Agreement establishes the requirements, obligations and prohibitions of the Contractor with respect to a nationwide contract effort. **Offerors are required to submit exceptions to this agreement, if any, with their proposal submission.**

Estimated Volume

The METRO anticipates spending approximately \$1,200,000 over the course of five years on a full service elevator, escalator, chairlift and platform lift, maintenance program. The dollar volume of supplies purchased under the contract is estimated to be \$25 million annually. While no minimum volume is guaranteed, the estimated annual volume is projected based on the current annual volumes among the METRO, other government agencies that intend to utilize the resulting contract to be made available to them through National IPA, and volume growth into other agencies through a coordinated marketing approach between the Supplier and National IPA.

Contractors are required to pay an administrative fee based on actual sales under the Contract. The administrative fee offsets the costs of governance, lead agencies, marketing and administration of National IPA. (See **Attachment E**)

B. General

The evaluation of an elevator, escalator, chairlift and platform lift maintenance program shall be reviewed in terms of a Full Service Maintenance to include a Preventative Maintenance Program. Offerors will be required to propose on a Full Service Maintenance Program to encompass Preventative Maintenance.

The Offeror must clearly indicate in TAB V, how current staffing or future staff augmentation shall be structured to meet the required maintenance schedule.

Full Service and Preventative Maintenance for:

Auditorium, Farmer's Market, General Services, Health, Libraries, Parks, Schools, Water Services

FULL SERVICE ELEVATOR, ESCALATOR, CHAIRLIFT AND PLATFORM LIFT MAINTENANCE AND REPAIR PROGRAM REQUIREMENTS

The intent of the Full Service Elevator, escalator, chairlift and platform lift, maintenance program is for the Contractor to assume all responsibility associated with the elevator, escalator, chairlift and platform lift, equipment and associated parts as specified herein, with the exception of those stated items that have been excluded as referenced in this RFP. The work to be performed by the elevator, escalator, chairlift and platform lift Contractor under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service maintenance, and repairs of every description, including inspections, adjustments, test and replacement of parts as herein specified for all equipment covered under this RFP.

The work to be performed by the elevator, escalator, chairlift and platform lift Contractor under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of parts as herein specified for all equipment covered under this RFP, as listed.

The Contractor shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment, including, but not necessarily limited to the following:

ELEVATORS:

- Entire machine, include housing, drive sheave, drive sheave shaft bearings, brake and assembly and component parts.
- Hoist motor and motor generator including auxiliary rotating systems, motor windings, rotating elements, commentators and bearings, field windings.
- All sheaves.
- Controller: All components including all relays, contracts, solid state component resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, computer devices.
- Selector: All components including selector drive tape, wire or cable, hoist way vanes, magnets, inductors and all other mechanical and electrical drive components.
- Motor, and motor generators brush and brush holders.

- Hoistway door interlocks or locks and contacts: hoistway door hangers and tracks, bottom door jibs, cams, rollers, and auxiliary door closing devices for power-operated doors. Chains, tracks, cams, interlocks, sheaves for vertical bi-parting doors. All thrust rollers, (Eccentrics) broken arm closer assembly, retiring arm assemblies complete.
- Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.
- Guide shoes including rollers or jib type assemblies complete.
- Automatic power operated door operators, door protective devices, car hangers, tracks and car door contacts for both side slide and vertical bi-parting doors, photo eyes.
- Traveling cables.
- Elevator control wiring in hoist way and machine room.
- Governor including governor sheave and shaft assembly bearings, contact jaw and governor tension assemblies.
- Car and counterweight safety mechanism and load weighting equipment.
- Hoist cables, governor cables, compensating cables and compensating chains, including the adjustment and shorting of same as required by Code.
- Buffers, oil or spring type.
- Fixture contacts, push buttons, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators.
- The Contractor shall keep the guide rails free of rust where roller guides are used and properly lubricated when sliding guides are used. Renew guide shoe rollers and jibs as required to insure smooth and satisfactory operation.
- The Contractor shall also examine and make necessary adjustment or repair to the following accessory equipment including revamping of signal equipment: hall lanterns car and corridor position indicators, car stations, traffic direction station, electric door operators, intercom system, interlocks, door hangers, safety edges, LED.
- All replacement parts shall be new and specifically designed for the elevator on which they are to be used.
- The Contractor shall furnish and use lubricants as recommended by the manufacturer of the equipment or approved equal.
- The Contractor shall be responsible for keeping the exterior of the elevator, machinery and other parts of the equipment subject to rust, painted with heat

resistant enamel and presentable at all times. The motor windings shall be treated as needed with proper insulating compound as recommended by the motor manufacturer. Cleaning and re-finishing of the interior of the cars and exterior of hoist way door frames are excluded from this contract.

- The Contractor shall maintain all elevator equipment in hoistways, pits, machine rooms, and assigned elevator. Contractor work space in a clean, orderly condition, free of dirt, dust and debris; pits and machine spaces shall be kept dry and clean.

ESCALATORS:

- The Contractor shall regularly and systematically examine, adjust, lubricate, clean internal truss structures (as required), maintain all accessory equipment, and if conditions warrant, repair or replace the following escalator components: escalator power unit, controller parts, electrical switches, wiring, bearing, governors and brakes, step and chain wheels, chains and sprockets, steps and step treads, comb plates, safety device handrails.

CHAIRLIFTS AND PLATFORM LIFTS:

- The Contractor shall perform regular inspections to address the following: ride access by passengers, maintenance and operational staff; safety during the ride; fundamental mechanical and electrical safety; fire safety; noise.
- The Contractor shall perform the following inspection activities: commissioning inspection including load test runs; formal pre-season inspection; daily and periodic maintenance inspections; annual inspection; periodic major inspection of critical components; designer and manufacturer stipulated inspections; ancillary equipment inspections.
- The Contractor shall inspect the platform and control panel, lock bolts for tightness, the foot switch for proper operation, switches which should be in neutral, signs and labels and instructions for legibility, safety latches, toe boards, railings and guards to ensure they are in good condition and working properly.
- The Contractor shall inspect, and when conditions warrant, replace the following for the boom or lift:
 - a. the jib and main boom assembly or scissors lift to ensure pins and pivot points are in good condition, properly attached and locked, and show no signs of bending, pinching or wearing
 - b. lubrication points for signs of lubrication; dry or dirty lube fittings might mean the lube points have not been used
 - c. the control valves for leaks, loose hoses, frayed wires or damaged insulation, making sure support brackets are in place and tight.

- The Contractor shall inspect, and when conditions warrant, replace the following for the frame:
 - a. the four-wheel assemblies for tire condition and proper inflation
 - b. the drive hub and brakes for signs of brake fluid leakage, caked dirt, lack of lubrication and missing or loose lug nuts
 - c. the steering cylinders, tie rods and steering linkage for wear and proper fluid levels and lubrication.
- The Contractor shall inspect, and when conditions warrant, replace the following for the turntable:
 - a. drive-train components — pump, drive motor, brake and control valve, connecting hydraulic hose, and fittings — for signs of hydraulic-fluid leaks visible at connections
 - b. pumps or control valves for low pressure under loads caused by wear
 - c. pressure plates for cracks due to overloading; signs of cracks should trigger a more detailed inspection of all lift components for signs of strain, such as leaks, bent or scored mechanical linkages or cable fatigue.
 - d. turntable drive and support bolts
 - e. turntable bearing and gear mechanism for proper lubrication and smooth rotation; hesitation might indicate bearing wear or damage.
- The Contractor shall inspect, and when conditions warrant, replace the following electrical components:
 - a. engine filter
 - b. battery-fluid level
 - c. oil level
 - d. muffler and exhaust system for leaks or loose brackets
 - e. hydraulic pump, medium-pressure filter housing and swivel for leakage or damage
 - f. horizontal cutoff limit switch to make sure it is free of dirt and the arm is straight, clean, and free to move, if applicable
 - g. hoses and wires to look for leaks, wear or damage
 - h. doors and latches for lubrication and proper operation.

- The Contractor shall inspect, and when conditions warrant, replace the following accessories:
 - a. manual descent for wear or damage indicated by leakage, dents or scoring of the cylinder
 - b. return filters for obstructions or leaks
 - c. LP gas tank, if appropriate, to ensure it is well anchored and all clamps and bolts are tight
 - d. hydraulic fluid level in the reservoir by removing the cap, checking the oil level and replacing the cap
 - e. magnetic plug, if appropriate, to check for iron filings indicating metal scoring is occurring in the system; checks should be done when the system is shut down, lowered for storage, and the oil is cold.
 - f. ground-control switches to ensure all operational labels and warning signs are legible.

GENERAL

- The Contractor shall not be responsible (unless directed by Metro in which costs shall be incurred by the User Agency) for upgrading the equipment to meet changes in code requirements as may be recommended and/or directed by insurance companies, Federal, State, Municipal or other Governmental authorities. Should a full replacement of an elevator, escalator, chair lift and/or platform lift be required, Purchasing shall facilitate a RFP or ITB process. The successful Proposer shall be responsible for the maintenance of the elevator, escalator, chair lift and/or platform lift and its associated equipment and parts in accordance with the manufacturer's warranty (typically one (1) year). At the conclusion of the warranty period, in accordance to the contents of this RFP, the full service maintenance contractor shall resume all maintenance activities associated with the maintaining the replaced elevator, escalator, chair lift and/or platform lift.
- The Contractor shall be responsible for giving immediate notice to the designated Agency Representative of any condition, which he discovers, that may present a hazard to either the equipment or passengers.
- The Contractor shall not be required by this agreement, except as herein noted, to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the Contractor, his representatives and employees, or by reason of any other proven cause except for normal wear and tear, beyond the control of the Contractor.

Examples of these are the following:

Refinishing, repairing or replacing car enclosures, hoistway, enclosure, hoistway door panels, frames, and sills, and all power supply panels and

feeders. Cost of repairs, replacements or removal necessitated by any cause, other than ordinary wear, which is occasioned by negligence shall be determined by General Services and the Agency Representative.

Any repairs that are not the Contractor's responsibility will be paid at the labor rates bid on the Bid Proposal Form. All material required for the above mentioned repairs will be paid on either a time and material or not-to exceed basis as defined in the Offeror's proposal. The Contractor will be paid only for repairs actually required.

C. Equipment, Wiring and Circuit Changes

The Contractor shall not make any changes or alterations to the existing mechanical equipment, circuit wiring or sequencing, nor alter the original circuit or wiring design of the elevator, escalator, chairlift and platform lifts unless changes are authorized, in writing, by the agency designated representative for approval. This submission shall include neatly prepared drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposed change to the agency, the Contractor shall, at its own cost and expense, have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, Contractor shall provide as-built drawings of modifications.

D. Maintenance Service

Maintenance under this contract shall provide a constant, high quality service to properly protect all elevator, escalator, chairlift and platform lift, escalator, chairlift and platform lift equipment from deterioration and to provide constant peak performance of all elevator, escalator, chairlift and platform lifts, escalators, chairlifts and platform lifts, resulting in a minimum of down time for any portion of the system.

Not more than one elevator, escalator, chairlift and platform lift per facility shall be out of service at one time for regular maintenance lubrication and servicing. The time of day that each elevator, escalator, chairlift and platform lift can be shut down for routine maintenance shall be scheduled with the designated Agency Representative to minimize the disruption caused by the elevator, escalator, chairlift and platform lifts being out of service. If for any reason an elevator, escalator, chairlift and platform lift should be out of service for more than two (2) hours, the Contractor shall notify the Agency Representative when the elevator, escalator, chairlift and platform lift was taken out of service, the reason why and what time the elevator, escalator, chairlift and platform lift is expected to be put back in service for proper and safe operation. The following schedule will be considered maximum shut down times allowed:

E. Major Repairs (include but not necessarily limited to the following);

- Cable-hoist, governor, compensating and tail ropes. Completion of the work should be within four (4) working days after replacement cables are received.
- Brake Coils and motor field coils – five (5) working days.

- Rewind motor or MG ser armature – eight (8) working days.
- Turn down and undercut machine commutator – three (3) working days.
- Governor repair – two (2) working days.
- Replace motor bearings- four (4) working days.

**F. Minor Repairs (include but not necessarily limited to the following):
Completion within twenty-four (24) hours**

- Replace relay coils.
- Replace relays.
- Replays door interlocks.
- Replace door jibs.
- Door operator repairs.
- Repair selector drive tape.

**G. Minor Repairs (include but not necessarily limited to the following):
Completion within two (2) working days**

- Replace door operator motor.
- Replace selector drives motor.
- Replace brake linings.
- When an elevator, escalator, chairlift and platform lift is shut down, a laminated sign shall be placed at each opening (where applicable) stating: "This elevator, escalator, chairlift and platform lift is being serviced. Please use Elevator, escalator, chairlift and platform lift No.____". A record shall be maintained by the Contractor of non-emergency maintenance items in need of correction which come to his attention, and he shall provide this list to the designated Agency Representative for necessary corrective action during the Contractor's routine visits.

H. Maintenance Service Records

The Contractor shall provide and keep current suitable electronic check charts for each elevator, escalator, chairlift and platform lift. Upon completion of maintenance, the Contractor is to furnish an electronic report including check charts and log of arrival and departure times of the Contractor's employees according the standard as set forth in II.3-d. The electronic log shall contain column lines for date entry and column lines for description/extent of work performed.

The Contractor shall maintain an electronic log of all call back records. On a semi-annual basis, the Contractor shall submit an electronic copy to the user agency in the form of a line graph that show the trend in callbacks.

I. Maintenance Responsibility

The Contractor shall keep the elevator, escalator, chairlift and platform lift maintained to operate at the original contract speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain optimum door opening and door closing times, within legal limits.

General Services and the User Agency Representative reserves the right to make inspections and tests when deemed advisable. If it is found that the elevator, escalator, chairlift and platform lifts and associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and, if no life threatening situation exists, it shall be his responsibility to make the necessary corrections within thirty (30) days after his receipt of such notice. In the event of a life-threatening situation, the Contractor must make the necessary repairs immediately. In the event that the deficiencies have not been corrected within thirty (30) days, or immediately as the case may be, the user Agency may terminate and employ a contractor to make the corrections at the original Offeror's expense.

During any contract year a company designated by the User Agency or his representative will perform maintenance and safety inspections. The maintenance contractor shall accompany this inspector for both inspections of all elevator, escalator, chairlift and platform lifts covered under this contract. At the conclusion of this inspection, the user Agency Representative shall give the contractor written notice via an electronic document of any deficiencies found. The Contractor shall be responsible for the correction of these deficiencies in accordance with the above paragraph.

J. Work Hours

The maintenance work to be performed under these specifications shall be performed during the normal working hours of 6:00am to 6:00pm, Monday through Friday, Metro holidays excepted. Offeror shall submit with its bid, and update annually, together with supporting documentation, a statement of the hourly rates paid to its technicians/mechanics for "normal hours" work, which term shall mean the hours stated. The Contractor shall also state what constitutes "time and one-half" as opposed to double time.

The Contractor shall provide emergency call back service for all elevator, escalator, chairlift and platform lifts under which the Contractor agrees to have an electronic workman report to the site of the emergency within one (1) hour after receipt of a request for such service by telephone or otherwise from the Agency Representative. This emergency callback service shall be limited to minor adjustments or repairs to provide uninterrupted elevator, escalator, chairlift and platform lift services. Emergency callback service shall be performed as part of this Contract without additional charge, during normal hours. The Contractor shall provide names and telephone numbers of the persons to be contacted.

Should a callback occur during other than normal working hours necessitating the payment by this Contractor of premium or overtime wages, this Contractor shall be

responsible for the basic hourly rate paid, but the agency will, upon receipt of properly documented bills, pay the actual amount of the premium portion of the wage.

K. Reporting Requirements

The Contractor shall maintain a complete electronic record (by elevator, escalator, chairlift and platform lift) of all emergency callback, replacement, and repair work performed. This information shall be consolidated by the Contractor into an electronic monthly report (reference II.3-d) to the Agency Representative. This monthly report shall indicate the elevator, escalator, chairlift and platform lift number, date work was performed, type of work (callback, replacement or repair), brief description of the work performed, man-hours expended and materials used.

L. Spare Parts

In addition to the minor spare parts specified, the Contractor shall have available at all times, for immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each elevator, escalator, chairlift and platform lift system concerned. The inventory shall include, but not necessarily be limited to the following:

- Lamps, minimum two each type.
- Door operator motors and gear reduction units, for both sides slide and vertical bi-parting doors.
- Transformers and rectifiers for each type and size used.
- Relays and switches, minimum one of each type.
- Controller and selector motor (when used), leveling switches, magnets and inductors.
- Selector tapes and selector motor (when used), leveling switches, magnets and inductors.
- Door interlocks.
- Car door safety edges complete each type.
- Car door photoelectric safety device.
- Car door electric door detectors complete to include preamplifiers and power pack.
- Hang rollers for both car and hall doors.
- Limit switches and terminal stopping switches.
- Roller guides for car.
- Electronic tubes for each type and size used.
- Flexible guide shoe jibs.
- Torque wrenches and other small tools.

The Contractor shall provide at the building a spare parts metal storage cabinet and metal containers for storage of waste and other flammable materials.

M. Overtime

During the term of the Contract the Agency Representative may authorize the Contractor to use overtime in order to expedite major repairs. This authorization will be granted in those instances where the agency has made a determination that such action is in the overall best interest of Metro. When this authority is granted, the Contractor shall pay employees their usual overtime-hour rate, and Metro will issue payment based on the difference between the normal work hours hourly rate and the overtime-hourly rate.

N. Safety and Inspection

All service and repair work shall be performed in compliance with the American Society of Mechanical Engineers Code ASME A17.1-1193, or most current version, and shall be subject to safety inspection by the Agency Representative. Periodic inspection of the elevator, escalator, chairlift and platform lifts as required by the ASME A17.1 Code should provide personnel who are familiar with the equipment to perform the test. The Contractor shall periodically examine and test all safety devices. He shall make formal safety tests and inspections as required and outlined in the ASME A17.1 Code. The tests shall be conducted in the presence of the elevator, escalator, chairlift and platform lift inspector designated by the State of Tennessee. Tests shall be performed at intervals specified in the ASME Code. It will be the responsibility of the Contractor to determine when these tests are due. After completion of the required safety tests, the Contractor must submit electronically a document to the Agency Representative indicating at least the following information. The document may be the Contractor's standard form or the ASME Standard Form:

- Type of test.
- Name of organization performing the test.
- Address of the facility being tested.
- Elevator, escalator, chairlift and platform lift identification number.
- Capacity.
- Speed.
- Type of Elevator, escalator, chairlift and platform lift.
- Type of Machine.
- Indication that governor has been checked for proper tripping speed and that the over speed switch is functional.
- Type, size and condition of governor type before and after test.
- Load at which safety was tested.

- Speed at which governor tripped.
- Length of marks on each guide rail made by safety laws.
- Number of turns remaining on drum.
- Did car or counterweight set level?
- Did governor set satisfactorily?
- Was governor calibrated? At what speed?
- Was safety test satisfactory?
- At what speed and load were buffers tested?
- Was oil level satisfactory after test?
- Indicate plunger compression return time.
- Indicate date test was made.
- Signature of individual performing tests.
- Any additional remarks that are applicable.
- Name of the State of Tennessee and/or Metro representative witnessing the test.

After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Elevators, escalators, chairlifts and platform lifts shall not be placed in service until all tests, checks and adjustments are complete and elevator, escalator, chairlift and platform lifts are in proper working condition. The Contractor shall not be held responsible for any damage to the building and equipment caused by the test, unless such damage is a result of negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Contractor.

O. Firemen's Recall Service

The following ASME Code A17.2-93 Rule 1260.7 tests must be made monthly:

Phase 1 – EMERGENCY RECALL OPERATION:

Initiated by inserting key in key switch lobby or designated level. Turn key to "ON" position. Wait for all elevators to return to that floor and their doors to full open. If test is for Phase I only, turn key to "OFF" position and remove.

Phase 2 – EMERGENCY IN CAR OPERATION:

Remove key from designated level key switch while still in the "ON" position. Insert key into key switch of the first elevator. Turn to "ON" position. Push next floors car button. Push "Door Open" button and hold until doors are fully opened. To return to designated level, push corresponding button number. Push "Door Close" button and hold until doors are fully closed. Return key to the "OFF" position, remove key, and repeat for next elevator.

CLEAR: to clear firemans' recall test, insert key into designated level key switch. Turn to "OFF" position and remove key.

P. Drawing and Wiring Diagrams

The Contractor shall be solely responsible to determine which technical materials are required and to inform the agency thereof. The agency shall make available to the Contractor any and all such technical materials already at its disposal and all Offerors may examine it at any reasonable time before bid opening upon making arrangements therefore with the agency. Such examination by Offerors shall take place at the job site only. It is the Offeror's sole responsibility to determine the accuracy and completeness of any and all such technical materials made available for such examination by the agency since the agency does not warrant and accepts no responsibility for the accuracy and completeness of any and all such technical materials or their lack thereof. The Contractor shall be required to advise the agency of the need for any such materials and the Contractor shall be required to procure any such needed materials which are not otherwise available at its sole cost and expense. At the expiration of the contract, covering each and all related equipment covered by such contract, all such technical materials shall faithfully represent the then current "as modified" condition of all Metro's equipment which is covered by such contractor.

Any and all drawings and wiring diagrams furnished to the Contractor by Metro or a non-Metro agency or drawings and wiring diagrams prepared by the Contractor for work under the Contract shall be considered the property of Metro and shall be accessible to the Agency Representative at all times, and be turned over to them when requested. The user agency reserves the right to withhold payment if these drawings and wiring diagrams are not released to them upon demand.

Q. Items of Preventative Maintenance Work

The preventative maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this Contract requires additional preventative maintenance for safe, reliable operation, as specified by the manufacturer, the Contractor shall perform the required additional preventative maintenance without added cost to Metro.

Weekly

- Perform general inspection of machinery, sheaves, worm and gear motor, brake, selector of floor controllers (when used). Lubricate as required.
- Empty drip pans, discard oil in an approved manner and check reservoir oil level.
- Observe brake operation and adjust or repair if required.
- Inspect and lubricate machinery, contacts, linkage and gearing.
- Clean and inspect brushes and commutator, perform needed repairs.
- Clean and inspect controllers, selectors, relays, connectors, contacts, etc.

- Ride car and observe operation of doors, leveling, re-opening devices, push buttons, lights, etc.
- If rails are lubricated, check conditions and lubrication Service lubricators.
- Replace all burned out lamps in elevator, escalator, chairlift and platform lift cars, machine room, pit, hall lanterns, etc.
- Remove litter, dust, oil, etc. from all machine room equipment.
- Clean trash from pit and empty drip pans.
- Check condition of car switchhandle, replace emergency release glass if required.
- Check governor and tape tension sheave lubrication.

Replacements for burned out lamps in all lanterns, push buttons, car and corridor position indicators, director stations, "this car up" signs and other signal fixtures shall be supplied and installed by the Contractor. Replacement for burned out lamps in elevator cars, machine rooms and pits shall be supplied by the facility and installed by the Contractor.

Monthly

- Observe operation of elevator, escalator, chairlift and platform lift throughout its full range of all floors it serves to test controls, safety devices, leveling, relieving and other devices.
- Check door operation, clean, lubricate and adjust brakes, checks linkages, gears, wiring motors, check keys, set screw, contacts, chains, cams and door closer.
- Check selector. Clean, adjust and lubricate brushes, dashpots, traveling cables, chain, pawl magnets, wiring, contracts, relays, tape drive and broken tape switch.
- Check car. Clean, adjust and lubricate car door and gate tracks, pivots, hangers, car grill, side and top exits.
- Inspect interior of cab. Test telephone or intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station. Make needed repairs.
- Visually inspect controller, contacts and relays. Check adjustment and replace contacts as required.
- Observe operation of signal dispatching system. Inspect compensating hitches, buffers, rope clamps, slack cable switch, couplings, keyways and pulleys. Check load weighting device and dispatching time settings. Clean, adjust and lubricate as necessary.
- Check oil level in car and counterweight oil buffers and add oil as required.

- Check brushes and commutators. Inspect commutators for finish, grooving, eccentricity and mica level. If required, clean, turn or refinish commutator to provide proper commutation. Inspect brushes for tension seating and wear, replace or adjust as required.
- Check and adjust:
 1. Car ventilation system.
 2. Car position indicators.
 3. Direction stations.
 4. Hall and car buttons.
 5. Hall lanterns.
 6. This car up signs.
- For escalators, regularly and systematically examine, adjust, lubricate, clean internal truss structures (as required), maintain all accessory equipment, and if conditions warrant, repair or replace the following escalator components: escalator power unit, controller parts, electrical switches, wiring, bearing, governors and brakes, step and chain wheels, chains and sprockets, steps and step treads, comb plates, safety device handrails.
- For chairlifts and platform lifts, perform regular inspections to address the following: ride access by passengers, maintenance and operational staff; safety during the ride; fundamental mechanical and electrical safety; fire safety; noise.
- For chairlifts and platform lifts, perform the following inspection activities: commissioning inspection including load test runs; formal pre-season inspection; daily and periodic maintenance inspections; annual inspection; periodic major inspection of critical components; designer and manufacturer stipulated inspections; ancillary equipment inspections.

For chairlifts and platform lifts, inspect the platform and control panel, lock bolts for tightness, the foot switch for proper operation, switches which should be in neutral, signs and labels and instructions for legibility, safety latches, toe boards, railings and guards to ensure they are in good condition and working properly.

Quarterly

- Check leveling operation. Clean and adjust leveling switches, hoist way vanes, magnets, and inductors. Repair and/or adjust for proper leveling.
- Check hoistway doors. Clean, lubricate car door or gate tracks, hangers and up thrust eccentrics, linkages jibs and interlocks.
- Clean, adjust and lubricate car door or gate tracks, pivots, hangers.
- On hoistway doors, clean, lubricate and adjust tracks, hangers and eccentrics, linkages jibs and interlocks.

- Inspect all fastening and ropes for wear and lubrication. Clean both governors and hoist ropes and lubricate hoist ropes and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension.
- Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and any bearing wear.
- In the car, test alarm bell system. Clean light fixtures, inspect, clean and adjust retiring cam devices, chain, dashpots, commentators, brushes, cam pivots, fastenings. Test emergency switch (ground case, if necessary). Inspect safety parts, pivots, setscrew, switches, etc. Check adjustments of car and counterweight jibs, shoe or roller guides, lubricate and adjust if necessary.
- In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty clean oil drip pans.
- Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check and adjust clearance between safety jaws and guide rails. Visually inspect all safety parts.
- Clean and examine governor rope, replacing, if needed. (Do not lubricate governor rope).

Semi-Annually

- Check controller. Clean with blower, check alignment of switches, relays, timers, contracts, hinge pins, etc. adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections.
- In hoist way examine guide rails, cams, sheaves, sills, bottom of platform, car tops, counterweights and hoistway walls.
- Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks.
- Examine all hoist ropes for wear, lubrication, length and tension. Replace, lubricate and adjust as required to meet code requirements.
- On tape drives, check hitches and broken tape switch.
- Check car stile channels for bends or cracks; also car frame, cams, supports and car steadying plates.
- Lubricate moving parts or vertical rising or collapsible car gates. Check pivot points, sheaves, guides and track wear.
- Lubricate guide shoe stems.
- Check governor and tape tension sheave fastenings.
- For bi-parting doors, clean chains, tracks and sheaves, lubricate as required. Check door contacts.

- Check fastening and operation of door checks, interlocks clean and lubricate pivot points as required.

Annually

- Thoroughly clean car and counterweight guide rails using nonflammable or high flash point solvent to remove lint dust and excess lubricant. Vacuum down elevator shaft way.
- Remove, clean lubricate brake cores on brakes, clean linings, if necessary and inspect for wear. Correct excess wear and adjust.
- Drain, flush and refill reservoirs on each hoisting motor and motor generator.
- Check and reset, if necessary, all brushes for neutral settings, proper quartering and spacing on commentators.
- Group supervisors controls systems installed shall be checked out. The systems, dispatching scheduling and emergency servicing shall be tested and adjusted in accordance with manufacturer's literature. The Contractor shall provide to the satisfaction of the Agency Representative that the system functions properly. All work shall be performed during other than normal working hours with no inconvenience to building occupants. A full report covering adjustment time intervals, dispatch times on various programs, door standing time and door opening and closing speeds shall be furnished to the agency.

B. Objective

The objective to be met through the award of the Request for Proposal is to enter into (a) Five (5) year contract(s) with the selected supplier(s) to achieve the purpose listed above.

C. Scope of Services

To obtain qualified contractor(s) to perform elevator, escalator, chairlift and platform lift maintenance for Metro facilities. The services will be primarily for, but not necessarily limited to, Metro agencies including the Municipal Auditorium, Farmer's Market, General Services, Health, Libraries, Parks and Water Services. MNPS (schools) is included in this solicitation but will be contracted separately as MNPS is an autonomous Board. Upon approval of the awarded elevator, escalator, chairlift and platform lift maintenance contract(s); other additional Metro agencies may utilize services. References to the Metropolitan Government of Nashville-Davidson County "Metro" and its agencies as users under this proposal and specification and ensuing contract(s) encompasses and includes other users such as these entities.

The intent of this solicitation is to request proposals from contractors, qualify them and select those firm(s) with which to contract based on the evaluation criteria listed in this RFP. A maximum hourly rate and per unit rate(s) for each type of vertical transportation equipment will be established for the performance of the elevator, escalator, chairlift and platform lift in various facilities within Metro. A list of these facilities is listed in Appendix A.

The scope of this solicitation and resulting contract is to assist Metro in establishing the maintenance needs of the equipment specified and assist in planning and scheduling maintenance work necessary to maintain fully operational systems. Also included is the corrective maintenance work of clean up and adjustments that are required on the equipment.

Emergency repair rates must be included in this proposal. Additionally, material and equipment must be identified with the percent markup on materials to be charged to Metro for such repairs. If emergency repairs or significant repairs are needed, Metro alone has the option to accomplish such repairs under this contract. This work will either be performed on a time and materials or not-to-exceed bases at the proposal rates indicated herein.

D. Background

In 2004, Metro implemented a centralized contract for elevator, escalator, chairlift and platform lift maintenance that was put in place for use by any Metro agency. However, each Metro agency has been responsible for its own elevator, escalator, chairlift and platform lift maintenance. Many Metro agencies either perform the day-to-day maintenance of their elevator, escalator, chairlift and platform lift systems or have utilized the previous (currently expired) contract for this often complex maintenance process (along with repairs, if necessary). This contract shall serve the purpose of pre-qualifying contractors to ensure that qualified contractors are available to perform these services.

E. Inquiries

Direct questions related to this RFP to Chuck Yancey (Chuck.Yancey@nashville.gov), and submit such questions **in writing**. Include the RFP number, page, and paragraph number for each question.

If you mail the questions to the Division of Purchases, do not place the RFP number on the outside of the envelope containing questions, as it may be improperly identified as an envelope with a sealed proposal and may not be opened until after the official RFP due date.

Send all questions by fax or email to Chuck Yancey at the Division of Purchases, by fax at (615) 862-6179 or via email at Chuck.Yancey@nashville.gov. Offerors must clearly understand that the only official answer or position of the government will be the one stated in writing.

F. Method of Source Selection

Metro is using the Competitive Sealed Proposals method of source selection, as authorized by Section 4.12.040 of the Metropolitan Procurement Code, for this procurement.

Award(s), if made, will be made to the **Responsive** and **Responsible** Offeror(s) whose proposal is most advantageous to Metro, taking into consideration price and the other factors set forth in this Request for Proposal (RFP). Metro will not use any other factors or criteria in the evaluation of proposals received.

Metro may, as it deems necessary, conduct discussions with **Responsive** and **Responsible** Offeror(s) determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

G. Pre-Proposal Conference

A Pre-Proposal Conference will be held.

If stated above that it will be held, it will occur on 10/22/2010, at 10:00 AM in the Bill Whitson Training Room, located at the Lindsley Hall Building, 730 2nd Avenue South, Suite 112. Nashville, TN 37219.

It is strongly recommended that all prospective proposers attend the pre-proposal conference.

H. Minimum (general) criteria to be determined “Responsive”

- Does the proposal submitted conform in all material respects to the solicitation?
- Specific examples include: Were minority-owned and/or woman-owned business enterprises (MWBE) considered and contacted in a timely manner for this contract proposal (Good Faith Effort)? Was sufficient documentation provided with the proposal to demonstrate that Good Faith Efforts were made?

I. Minimum (general) criteria to be determined “Responsible”

- Does the Offeror demonstrate an understanding of Metro’s needs and proposed approach to the project?
- Does the Offeror possess the ability, capacity, skill, and financial resources to provide the service?
- Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the Offeror have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- Has the Offeror performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract Metro seeks to establish through this RFP?
- Does the Offeror propose to perform the work at a fair and reasonable cost?

J. Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. Metro reserves the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
RFP Issued	10/8/2010
Deadline for submittal of questions	10/15/2010
Pre-Proposal Conference	10/22/2010
Amendment Issued	10/26/2010
Proposals Due	11/4/2010
Procurement Nondiscrimination Program Review	ASAP
Evaluation of Criteria Begins	ASAP
Complete Evaluation of Proposals (Short List)	ASAP
Complete Contract Negotiations/Execute Contract	ASAP

2) Constraints on the Contractor

Contractor shall be responsible for ensuring that all field personnel and supervisors have completed their TAPS Background Check (procedures attached). Failure to complete with a PASS status will result in non-issuance of a vendor ID, and hence the individual will not be permitted to work on Metro property.

Contractor shall assure to Metro that all services provided through this contract shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule, published in the Federal Register on July 23, 2004, as has been adopted by Metro.

3) Functional Requirements

Examination Of Existing Building And Contract Documents

- a) Each Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work (at the time of the project definition) and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.
- b) Each Contractor shall examine specifications and all other data or instruction pertaining to the work. No plea of ignorance or conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by Metro as an excuse for any failure or omission on the part of the Contractor to fulfill every detail of all requirements of the documents governing the work. Contractor, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such the Contractor having fully informed itself prior to bidding.
- c) Any Contractor in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to the Division of Purchasing (**via e-mail, ADDRESS**), a written request for an interpretation thereof. If a major change is involved on which all Contractors must be informed, such request for interpretation shall be transmitted electronically, by the date for the close of inquiries stated in

section I.5. Any interpretation of the proposed documents will be made only by an amendment being issued. A copy of such amendment will be transmitted electronically to each Contractor and posted on the **BOB website**.

- d) Any amendment issued during the time of bidding shall be included in bids and in closing a contract, will become a part thereof.
- e) Any verbal information obtained from or statements made by a Metro representative at the time of the site visit(s) or transmission of un-official documents shall not be construed as in any way amending Contract Documents. Only such corrections or addenda as are issued electronically to all contractors shall become part of the contract. Metro will not be responsible for verbal instructions.

II.2 LIST OF EQUIPMENT

The equipment will be listed which will consist of the major components and parts of equipment to be serviced at the facility. The Contractor shall be responsible for any other components not specifically listed that are supplemental to and a part of the operation of the overall system for the facility. Prospective Contractors must personally verify all quantities of equipment listed at the time of bid. Facility visitations shall be announced during the pre-bid proposal conference.

II.3 GENERAL REQUIREMENTS

- a. The intent of these specifications, unless otherwise noted is to cover elevator, escalator, chairlift and platform lift maintenance service complete in every respect. Details of service not explicitly stated in these specifications but necessarily attendant thereto, is deemed understood by the Offeror and included herein. The Contractor shall furnish all material and equipment usually furnished with such services, in accordance with the industry standard.
- b. It is mutually agreed and acknowledged that the Contractor has included costs to remedy all deficient items in his proposal and he will be responsible for the satisfactory functioning of the equipment without extra compensation. The Contractor may include in their bid a detailed explanation of work intended to be performed under this clause.
- c. All material and equipment furnished shall be new and in excellent working condition.
- d. Hard copy field, service or monthly reports will not be accepted by Metro. The term "electronic" stated herein shall be defined as a Compact Disc (CD), web-based program or hosting or e-mail. It is strongly advised that the Contractor establish an electronic/web-based maintenance record file and reporting system for all contracted facilities. An example of a viable electronic report system is the following:

In lieu of "hard copy" field/service tickets, establish local monitoring units installed near the equipment to be maintained. Each local unit includes identification credential verification of the technician responsible for maintaining the associated equipment; time stamping

of the start and end of each operation performed by the technician; data input of the description of the work performed during the technician's operation, and storage.

In lieu of "hard copy" monthly reports, establish an electronic maintenance report file, which allows data input of the description of each operation performed on the associated equipment in relation with the identification information of the technician that performed the operation and the time stamp information of the start and end of the operation. The data should be accessible by Metro via the Contractor's designated host website.

An electronic notification of reports being available to the user agency, should be furnished within ten (10) working days after each month's service. In addition to the data state above, the electronic reports will include a precise description of services provided, number of staff involved and number of contract hours spent. This report must be furnished or posted on the Contractor's host webpage on or before the invoice for payment is submitted to the User Agency. Payment will not be approved without the reports.

- e. Electronic field/service tickets must include the following: time/date stamp; identification of technician providing service; equipment/unit receiving service; description of service performed; repair, resolve or recommendation. This electronic field/service ticket must be made available to the User Agency within twenty-four (24) hours of the service being performed. Failure to provide this electronic field/service ticket, whether intentional or not, shall be understood to mean that service was not performed.
- f. Monthly service tickets are to be included in the electronic report (reference II.3-d).
- g. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.
- h. The Contractor agrees that the resulting contract may not be assigned, transferred, conveyed, or the work subcontracted.
- i. No drug use of any type, or alcoholic beverages by the Contractor or its personnel shall be permitted on the premises.
- j. Food, beverages and snacks will not be permitted on the premises. All field personnel will be expected to maintain equipment rooms, machine rooms and elevator shafts and hoistways free of trash and debris.
- k. Contractor's technicians/mechanics must undergo a TAPS background check. The cost of the TAPS background check, which is subject to an annual renewal fee, shall be at the Contractor's sole expense. The

Contractor will not be permitted to proceed with any contractual duties until the pass/fail status is received by Metro.

- l. **INSPECTION** – The quality of service shall be subject to inspection by Metro at any time. Should it be found that the quality of services being performed is not satisfactory, and the requirements of the specifications are not being met, General Services acting on behalf of the user agency or on its own behalf, may terminate the contract, and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to Metro for costs incurred on account thereof.
- m. **STOP WORK ORDER** – General Services reserves the right to stop the work covered by this proposal and the contract at any time, if it is deemed the successful Contractor is unable or incapable of performing the work to the satisfaction of General Services or the user agency. In the event of such cease to work, General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Contractor shall be liable to Metro for any such cost on account thereof.
- n. The user Agency Representative reserves the right to reject and bar from the facility any employee hired by the Contractor.

LABOR AND MATERIAL – Hourly rates should be considered from the time the mechanic/technician leaves his place of business until the time he returns.

4) Contractor Personnel Requirements

Experience Requirements

- 1. Each Offeror shall have been actively and normally engaged, for at least the past ten (10) years in the maintenance, service, repair and replacement of materials and equipment in elevator, escalator, chairlift and platform lifts of a similar manufacturer and control system as those covered by this contract.
- 2. The following experience is required for group supervisory control systems as included in this RFP.
 - a. The Offeror shall have at least ten (10) year's experience with group supervisory control systems noted under each category; and must provide with its proposal a detailed statement of such experience. This should include the company of building(s) serviced, representative responsible for supervising the contract for such company or building.
 - b. The Offeror shall have total responsibility for not less than ten (10) elevator, escalator, chairlift and platform lifts of the type bidding on, and has been maintaining them for a period of not less than five (5) years. Each Offeror shall list specific reference contract, showing company or agency, company

representative in which such elevator, escalator, chairlift and platform lifts are being maintained.

The Offeror shall show that he has available, under his direct employment and supervision, the necessary organization to properly fulfill all the services and conditions required under this RFP. Subcontractors and/or vendors of the awarded will not be permitted.

3. Demonstrate that company personnel has maintained an organization, in continuous operation for at least the past ten (10) years that is capable of performing the work hereinafter described. This should include the following:
 - a. That the Offeror shall use only skilled, competent, trained elevator, escalator, chairlift and platform lift personnel having a minimum experience of five (5) years in maintaining elevator, escalator, chairlift and platform lift systems similar to those in this RFP.
 - b. Each Offeror shall list the names of the employees that, if awarded, will be responsible for this contract, their function in the company, their title and number of years of service with the Offeror's firm. Offeror must also assign the following dedicated staff: Project Manager, Field Supervisor, Account Representative, Office Administrator.

5) Contractor Responsibilities

Service Facility Requirements

1. The present address of the main operating facilities of the organization, location of the engineering department, and, if any, the location of the research development department.
2. Location of the facility and/or facilities that will serve this contract.
3. The main operating facilities are equipped with the following:
 - a. Machine shop facilities containing a minimum of two (2) lathes, drill press, power hacksaw, milling machine and ten-ton hydraulic press. One of the lathes shall be capable of handling stock 18" x 60".
 - b. Turning tools capable of turning any hoist way machine and motor generator commutator on the job site.
 - c. Machine tools capable of turning main motor drive sheaves grooves on the job on-site.
 - d. Testing facilities with reversing ammeters, reversing voltmeters, and power source capable of supplying voltages from 0 to 600 volts: AC or DC. Give the name of the representative and company or agency on which such elevator, escalator, chairlift and platform lifts are being maintained.
 - e. A machine and motor repair shop capable of rewinding field coils, brake coils, and armature for use in elevator, escalator, chairlift and platform lifts similar to those included in this RFP. If such repairs cannot be performed in

the Offeror's facilities, an alternate business or company to complete these services will not be permitted.

4. Each Offeror shall have a local facility, which must be located within a 50 mile radius of the equipment being served.
5. The Offerors' service facility shall be equipped with spare parts as herein after specified under "Spare Parts". All service vehicles/trucks must be equipped with an inventory of commonly used spare parts.
6. List sources of major replacement parts such as worms and gears, commutator bars, field coils and gearless machines. Indicate which of the above listed parts are readily available at your own facilities.

Prospective Contractors are advised that Metro's intent in having these requirements is to ensure that only qualified and reliable Contractors perform the work of the contract. Metro recognizes that there may be equally qualified and reliable Contractors who do not meet all of the above requirements specifically as stated above, but may in fact meet the objectives and criteria intended in some other manner. However, the Contractor shall have the burden of demonstrating to Metro's satisfaction that it can in fact perform the work. This shall be in the form of written notarized statements as to the Contractor's experience, references, listing of contracts performed, financial statements, manpower and ability to respond to Metro to evaluate the Contractor's ability. All statements made must be able to be independently verifiable by Metro.

Purchasing reserves the right to request any additional information pertaining to the Prospective Offeror's ability, qualifications and procedures used to accomplish all work under this contract as it deems necessary to ensure safe and satisfactory work.

Note: Any Prospective Offeror failing to submit in whole or in part the above notarized statement attesting to its qualifications under section I.6 may result in a rejection of the bid of that Prospective Offeror.

6) Metro Departmental Responsibilities

The agency shall assign a qualified professional to permit access to mechanical rooms, elevator, escalator, chairlift and platform lift equipment rooms (where applicable) and elevator shafts. This qualified professional shall also serve as the direct contact for those items as specified herein.

7) Metro's Right to Inspect

Metro shall have the right to inspect any facility or project site where the services performed under the resultant contract are performed.

8) Terms and Conditions of Contract

A contract resulting from this RFP shall be subject to the terms and conditions set forth in the attached Contract.

9) Procurement Nondiscrimination Program Requirements Note: The Procurement Nondiscrimination Program Requirements are applicable solely to Metro Government of Nashville and Davidson County

A. The consideration and contact of minority-owned and/or woman-owned business enterprises (MWBE) with a significant presence in the Nashville MSA is required for a *Responsive offer*

Metro's Business Assistance Office (BAO) will provide a listing of known Metro registered and certified MWBE firms. You are encouraged to reach out and develop additional MWBE firms for inclusion in your offer but they must be registered online with Metro prior to the proposal time and date. Certification is required by the time of the proposal due date.

B. The provision of the following items as part of the proposal package is a minimum requirement for a responsive proposal

Covenant of Nondiscrimination

Your firm has committed to the Covenant of Nondiscrimination when registering with Metro to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each proposal).

Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected.

Each proposer must provide the enclosed form indicating that the proposer has delivered written notice to at least three (3) available MWBEs if use of MWBEs is reasonable and if BAO can provide at least three MWBEs for the applicable category. The interested, notified, successful, and unsuccessful bid prices are one of the several required responses on the form.

Letter of Intent to Perform as a Subcontractor/Joint Venture.

In the event that a proposer submits the use subcontractors, suppliers, and/or joint ventures, a letter of intent signed by both the subcontractor/supplier/joint venturer must be submitted to Procurement by the end of the second business day following issuance of the intent to award letter.

Registration and Certification.

To be considered for the purpose of being Responsive, the subcontractor, supplier and/or joint venturer must be registered online with Metro by the proposal due date. Certification is required by the time of the proposal due date.

C. Assistance in Locating an Minority-Owned or Woman Owned Businesses

Proposers who desire assistance in locating potential MWBE subcontractors and suppliers are encouraged to contact Mrs. Michelle Lane via email at Michelle.Lane@nashville.gov or phone at (615) 862-5471.

10) Assistance to Small Businesses as Subcontractors and Suppliers

A. Incentive for Small Business Participation

Metro provides an incentive to Proposers to maximize the usage of small businesses in the performance of the contract. In the evaluation of proposals, Metro rewards Proposers for committing to use small businesses as subcontractors by considering the minimum percentage of total contract dollars

of committed small business subcontractor participation. In addition, if the Proposer is small business, Metro rewards the Proposer for the amount of work it commits to self perform.

B. Assistance in Locating Small Businesses

Proposers who desire assistance in locating potential MWBE subcontractors and suppliers are encouraged to contact Mrs. Michelle Lane via email at Michelle.Lane@nashville.gov or phone at (615) 862-5471.

C. Definition of Small Business

A “small business” means a United States business which is independently owned and operated and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field. In addition, in order to qualify as a small business for purposes of this RFP, a business must meet the standards set forth in Metro’s Small Business Standards included as an Attachment to this RFP.

D. Documentation Requirements

Proposer must complete the *List of Proposed Small Businesses* Exhibit to this RFP and submit the Exhibit with the Proposal to make a commitment to use subcontractors that claim small business status. Changes to the list of proposed small businesses must be submitted in writing and approved in advance by Metro. Proposer must confirm that any small businesses to be included in its proposal meet the small business standards set forth by Metro. Proposer shall likewise notify its proposed small businesses that Metro requires 1) that the subcontractor be registered to do business with Metro, and 2) have been approved as a small business through the submission to Metro of documentation to confirm small business status including a copy of their two most recently submitted business tax returns as well as IRS form 941-Employer's Quarterly federal tax return. This information will be reviewed by Metro and used to confirm the small business status. Small business status must be approved by Metro **prior** to proposal submission. ***While Metro commits to having documents reviewed and status granted as quickly as possible after the receipt of the necessary documentation, to be safe, documents should be submitted no later than four days before the bid/proposal is due to allow time for status to be granted.***

E. Progress Payments to the Contractor

As a condition of progress payments to the Contractor, Metro will require that Contractor submit evidence of participation of and Contractor’s payment to all small businesses participating in any resultant Contract. This evidence shall be submitted with each invoice and shall include copies of subcontracts, subcontractors’ applications for payment, subcontractors’ certified payrolls, and proof of payment to small business subcontractors; and purchase orders, Invoices, and proof of payment to small business suppliers.

F. Metro Remedies for Misrepresentation

If, during the course of the Contract, Contractor fails to maintain the level of small business participation committed to in the Contractor’s Proposal, or if any material representation made in Contractor’s proposal concerning the small

business status of any Subcontractor or Contractor's involvement in the ownership, operation or management of any subcontractor claiming status as a small business is shown to be false. Metro may, at its sole option and in addition to any other remedies available under the Contract, at law or in equity, terminate the Contract. Further, in the event that Metro terminates the contract, the Contractor shall pay Metro's full re-procurement costs, including, without limitation, any costs associated with re-procurement delays. Metro will institute debarment proceedings against any Proposer that misrepresents in a proposal any material fact concerning the small business status of itself or any subcontractor or Proposer's involvement in the ownership, operation, or management of any subcontractor claiming status as a small business. In addition, Metro may, at its sole discretion, assess a charge representing the cost of all audit and legal time and expense incurred by Metro as a result of the Contractor's failure to maintain the level of small business participation committed to in the Contractor's proposal.

11) Instructions for Proposal

A. Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

B. Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for the proposal. Offeror also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, Metro may rescind its acceptance of the Offeror's proposal. The insurance requirements are attached.

C. Delivery of Proposals

All proposals must be delivered before **November 8, 2010, at 3:00 PM**, Nashville local time to:

For FedEx, UPS, DHL, or Personal Delivery:

**Procurement Division
Lindsley Hall, Suite 112,
730 2nd Avenue, South
Nashville, Tennessee 37210-2006**

For United States Postal Service ONLY:

**Procurement Division
PO Box 196300
Nashville, TN 37219-6300
NOTE: Undeliverable USPS Mailings will
be rejected.**

**Metro WILL NOT accept any proposals received after 3:00 P.M. local time
or delivered to a location other than what is listed above. Late or
incorrectly delivered proposals will be returned to the Offeror at their
expense or destroyed after 30 days.**

Proposers must **submit one (1) original**, and **seven (7) exact duplicate, numbered copies** of the proposal response and **one (1)** electronic copy of the complete proposal response including any attachments, on a WINDOWS PC compatible CD.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of the Proposers will be read aloud.

List the Proposal Number on the outside of the box or envelope and note, "Request for Proposal enclosed".

D. Evaluation of Proposals (Procedure)

Metro will first examine proposals to eliminate those, which are clearly non-responsive to the stated requirements. Therefore, Offerors should exercise particular care in reviewing the Proposal Format required for this RFP.

The Office of Minority and Women Business Assistance (BAO) will work with proposers to ensure effort was made to satisfy the Procurement Nondiscrimination Program requirements. However, after limited engagement, if a firm fails to demonstrate effort to achieve this requirement, the BAO will request of the Purchasing Agent that the proposal be determined non-responsive.

Proposers who are determined to be non-responsive and/or non-responsible will be notified of this determination. The remaining proposers will also be notified.

The evaluation committee will then score all responsive and responsible proposals based upon the evaluation criteria detailed herein. Upon completion of the initial scoring, the committee may recommend a single finalist or enter into a short-listing process with those Offerors whose proposals are determined to be in the competitive range.

The detailed evaluation process that follows the initial scoring may result in, but not limited to, a series of requests of the Offerors for clarifications, additional discussions, presentations, amended proposals, contract negotiations, best and final offers, and/or detailed reference checks. This process may involve multiple short-listing rounds for the purpose of achieving contracts that are in the best interests of Metro as determined by the evaluation committee.

The method used for scoring objective criteria (cost, small business participation, time of completion, etc.) shall be based on comparison of all responsive and responsible proposals.

Other criteria scores may be adjusted upward or downward during discussions. This movement will result from further detailed review of short listed proposals and consideration of additional information received through discussions and written submittals. However, the points will not exceed the total points available for that evaluation criterion.

If, during discussions, Metro discovers modification of requirements is necessary, the request will be amended. Subsequent scorings may be based on comparison of only the short listed proposers.

At any time during the evaluation process, it is determined that a proposal is non-responsive or non-responsible, that proposal will be removed from consideration for award and all proposers notified of this decision.

Metro reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects. A uniform sample of references will be checked for each short-listed Offeror.

The Metro Purchasing Agent reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the Metro Procurement Division or a submission of a proposal to the Metro Procurement Division offers no rights upon the Offeror nor obligates the Metropolitan Government of Nashville-Davidson County in any manner.

The Purchasing Agent reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Metro. Any such waiver shall not modify any remaining RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the Contract.

In order to complete the evaluation process faster, list the name, address, phone number, fax number, and email address of the person capable of answering any questions that may arise during the evaluation process.

(Please Print or Type)

Company Name: _____

Attention: _____

Address: _____

City/ST/Zip: _____

Phone: _____

Fax: _____

Email: _____

E. Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the Metro Procurement Division such error in writing and request modification or clarification of the document. The Department of Purchasing will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Metro Procurement Division.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

F. Proposals and Presentation Costs

Metro will not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

G. Rejection of Proposals

The Purchasing Agent reserves the right to accept or reject in whole or in part, any or all proposals submitted. The Purchasing Agent shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

H. Acceptance of Proposals

The Purchasing Agent shall accept all proposals that are submitted properly. However, the Purchasing Agent, or designee, reserves the right to request clarifications or corrections to proposals.

I. Requests for Clarification of Proposals

Requests by the Evaluation Committee for clarification of proposals shall be distributed by the Procurement Staff in writing (or email).

J. Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the opening date of the Request for Proposal.

12) Evaluation Criteria

A. Proposal Evaluation Committee

A committee appointed by the Metropolitan Government Purchasing Agent will evaluate proposals. Other agencies and consultants of the Government also may examine documents. The committee will make recommendation(s) to the Purchasing Agent to consider.

B. Response Format

The information listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by an Offeror to include all listed items may result in the rejection of its proposal.

C. Evaluation Criteria (Factors)

The factors to be considered in the evaluation of proposals are listed below. While Metro believes all these items to be of importance, their relative weight is indicated by the points each evaluation criteria could receive. Within each evaluation criteria, subsets of the criterion may be defined to clarify the point distribution for those evaluation criteria. Award(s) will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the Metropolitan Government of Nashville and Davidson County. No other factors or criteria will be used in the evaluation.

• Tab I, Business Plan for Metro and National Program

Total points available for this criterion are 20 points.

- Open with a cover letter indicating the underlying philosophy of your firm in providing the requested service/product. Express your understanding of the contract scope and the desired deliverables.
- Provide a detailed plan of your firm's proposed approach (including major tasks and sub-tasks)
- Address the functional requirements of this solicitation.
- Include a proposed quality assurance plan your firm will conduct to ensure the performance of contract deliverables.
- Identify potential risks associated with the execution of this contract and how your firm proposes mitigating those risks.
- Attached at the end of this solicitation (Exhibit A) is the proposed contract. Those respondents submitting a signed and notarized contract, without exceptions, will receive the maximum consideration for this portion of the business plan evaluation. You may, in your response, indicate exceptions to the general terms and conditions of the RFP but scores will reflect Metro's assessment of the impact for these considerations and may reject the proposal as non-responsive if, in the evaluation of METRO, the requested changes are unacceptable.
- Complete response to National IPA documents Exhibit A-F

• Tab II, Experience and Qualifications of Company and Team for Metro and National Program

Total points available for this criterion are 20 points.

- Identify the quality, extent and relevance of contractor's experience in conducting similar efforts, particularly of a similar scope and size to this project/contract.
- How long has your firm been in existence providing the services requested in this RFP?

- How long has it been in existence in Nashville providing the services requested in this RFP?
- How long has the Nashville existence been under its current management providing the services requested in this RFP?
- Address your firm's financial health to completely perform the contract. Identify any areas of concern or limitations that Metro should consider.
- Include the description of the proposed team, and the role to be played by each member of the proposed team
- What are the proposed team's organizational structure, interrelationships, and interactions?
- Include the résumés of all managers, senior level supervisors, and key personnel (indicate if they are a subcontractor) who will be involved in providing the required services.
- List the quality, extent and relevance of experience, education and training of the proposed team (including sub-contractors).
- What license(s) and certification(s) do these individuals have that would convey their ability to perform this contract?

- **Tab III, Compensation and Cost Data**

Total points available for this criterion are 35 points.

- Address any warranty and/or extended warranty costs.
- Address any licensing or maintenance costs.
- Include any additional lifecycle costs.
- Identify potential cost overrun risks associated with the execution of this contract and how your firm proposes mitigating those risks.

- **Tab IV, Capacity and Ability to Meet Scheduling Requirements**

Total points available for this criterion are 10 points.

- What is your understanding of the delivery requirements for this contract?
- Describe in detail how your firm is structured to ensure timely delivery of these services/products requirements.
- What delivery concerns do you have in performing the requirements of this contract?
- How does your firm propose mitigating these concerns?
- Provide a detailed overview of your company's capacity to service and maintain equipment on a national level.

- **Tab V, Past performance and References**

Total points available for this criterion are 5 points.

- Provide a listing of ten (10) previous customers that purchased your services/product that were of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.

- Information provided for each client shall include the following:
 - a) Client name, address, email, and current telephone number
 - b) Description of services provided
 - c) Time period of the project or contract
 - d) Budgeted amount and final billing amount (explain any cost variance)

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal and will be reflected in the scoring.

- Complete the following:
 - Total number of people employed by your company: _____
 - Within the past five years, has your firm, any affiliate, any predecessor company or entity, Owner, director, officer, partner or proprietor been the subject of:
 - an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under local, state or federal law?

☐YES ☐NO
 - a federal, state, or local government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or voluntary exclusion agreement.

☐YES ☐NO
 - any federal or state determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed “serious or willful?”

☐YES ☐NO
 - a consent order or a federal or state enforcement determination involving a construction-related violation of federal or state environmental laws?

☐YES ☐NO

ENTITY MAKING FINDING:	
YEAR OF FINDING:	
BASIS OF FINDING:	
(If space to the right is not enough please provide additional sheet with this offer.)	

- **Tab VI, Small Business Participation**

Total points available for this criterion are 10 points.

Note: Small Business Participation shall be evaluated based solely on the response to the Metropolitan Government's requirements.

- The *List of Proposed Small Businesses* must be completed and signed by a company officer empowered to bind the Proposer to the provisions in this RFP and any contract awarded pursuant to the PRP. The Proposer must submit a *List of Proposed Small Businesses* OR a statement that no Small Businesses are proposed.
- The maximum points available for this criterion are listed above. However, the minimum requirement level is no more than 1 point granted for each 1% of total contract value for small business utilized.

Attachment A
Procurement Nondiscrimination Program Forms
Form Submission Procedures

Demonstrating compliance with the Procurement Nondiscrimination Program requires the submission of the following forms:

1. **Statement of Good Faith Efforts**- This completed form is required at the time of bid/proposal submission. Each of the first three listed statements must be initialed by an authorized company official indicating that the prime contractor has made all of the good faith efforts required by the Procurement Nondiscrimination Program. Prime contractors should initial any of the additional good faith efforts listed subsequently on the form as they are applicable.

This form must be signed by a principle of your company and dated.

2. **Statements of Interested, Notified, and Successful Subcontractors** – This completed form is required at the time of bid/proposal submission to provide Metro with information regarding your outreach efforts. The first section of this form should list those firms that have contacted you as well as those with whom you have made contact regarding potential participation on this project. The second section of this form should list the MWBE subcontractors with whom you have decided to work with on this project if awarded.

Submitted forms should be fully completed and specify the MWBE company names, individual(s) contacted, date contacted, M/WBE Certificate Type, percentage of total contract value to be awarded, a description of the work to be performed, and the UNSPS Code of the work. A copy of the codes can be provided upon request to the BAO.

NOTE: Reasons for declining offers made by potential MWBE partners must be noted on this form.

This form must be signed by a principle of your company and dated.

3. **Letter of Intent to Perform as a Subcontractor/Joint Venture**--This form is to be completed and submitted by the apparent successful participant **by the end of the second business day following notice of intent to award from Metro**. It should specify the names of the MWBEs with whom the prime contractor intends to subcontract or joint venture. Additionally it should detail the work to be performed, the total value of the MWBE participation on the contract in dollars and percentage and must be signed by both the MWBE subcontractor/joint venture partner AND the prime contractor and dated.

NOTE: A separate form must be completed for each individual MWBE subcontractor/joint venture partner.

Any additional questions regarding required detail and documentation to demonstrate Procurement Nondiscrimination Program compliance should be directed to the Business Assistance Office at 615-880-2814.

Attachment A (continued)
Good Faith Efforts

Subject: Proposal for _____
(Name of Project)

Pursuant to the requirements for Participants under the Procurement Non-Discrimination Program, and in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by the Metropolitan Government, I/We, attest that I/We have made the following efforts to ensure that potential MWBE subcontractors were notified of the opportunity to participate as a subcontractor or joint venturer on this project.

- _____ I/We have made efforts to include certified MWBE's in the procurement process and to ensure that businesses are not discriminated against on the basis of race, ethnicity or gender;
- _____ I/We have delivered appropriate written notice to three available certified MWBEs for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract.
- _____ I/We have provided all potential subcontractors or vendors with adequate information as to the plans and specifications of this project, information necessary to provide a bid or quote, relevant terms and conditions of any resultant contract and the last date and time for receipt of price quotations.

Additionally, _____ has made the following Good Faith Efforts to include MWBEs as subcontractors or joint venturers on this project.

- _____ I/We have attended a special meeting called to inform business and individuals of subcontracting or supply opportunities.
- _____ I/We have, in accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by a MWBE.
- _____ I/We have provided a written explanation for rejection of any potential subcontractor or vendor to the BAO, included the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.
- _____ I/We have actively solicited, through sending letters or initiating personal contact, MWBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.
- _____ I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance

in the contacting and recruitment of MWBEs for the Metropolitan Government contract under consideration.

_____ I/We have advertised in publications of general circulation in the Nashville Metropolitan Statistical Area ("MSA"), trade publications and other media owned by, or otherwise focused or marketed to MWBEs, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.

_____ I/We have conducted discussions with interested MWBEs in good faith, and provided the same willingness to assist MWBEs as has been extended to any other similarly situated subcontractor.

_____ I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

Printed Name of Company Official

Date

Signature

Title of Company Official

Fully Company Name

Mailing Address

Area Code/Phone Number

City, State, Zip

Please contact the Business Assistance Office (615) 880-2814 with any questions about information which may be required.



STATEMENTS OF INTERESTED, NOTIFIED AND SUCCESSFUL SUBCONTRACTORS

Please complete this form to provide Metro with information regarding your outreach efforts. Please include information appropriately regarding those certified MWBEs that you contacted, who contacted you and those that you have decided to work with on this project. Please add additional copies of this sheet as necessary so that you may list ALL MWBEs with whom you've had contact. Please contact the Business Assistance Office with any questions at 615-880-2814.

Project Name _____

RFP/ITB Number _____

As part of our regular and customary good faith efforts to include MWBE subcontractors, suppliers and joint venturers, _____(Company Name)_____ has contacted or was contacted by the following certified MWBEs related to our bid/proposal.

<i>Business Name & Contact</i>	<i>Phone No</i>	<i>MBE/WBE Certificate Type</i>	<i>Date of Contact</i>	<i>Method of Contact</i>	<i>Who Initiated Contact?</i>	<i>If Bid Submitted, Amount of Bid*</i>	<i>Offer Accepted or Declined</i>	<i>Reason(s) for Declining</i>

*STATEMENT OF BID/PRICE QUOTATION

Having submitted a Proposal/bid for the above referenced project, if awarded the contract, _____(Company Name)_____ advises that contingent upon award of the contract to our company, our subcontractor, suppliers, or joint venture partnership participation is projected to be as follows:

<i>Business Name & Contact</i>	<i>Phone No</i>	<i>MBE/WBE Certificate Type</i>	<i>Dollar value</i>	<i>Estimated % of total contract value</i>	<i>UNSPS Code # for work to be performed</i>	<i>Work to be performed</i>

Name _____

Title _____

Date _____

Attachment A (continued)
**Letter Of Intent To Perform As A
Subcontractor/Joint Venture**

This form is to be completed and submitted by the apparent successful participant by the end of the second business day following notice of intent to award.

Proposal for _____
(Name of Project)

Prime Contractor Name _____

The undersigned has agreed to perform work in connection with the above project as:

☐

a subcontractor

☐

a joint venture

Detailed description of work items to be performed:

At the following price(s): \$ _____

The total value of MWBE participation under this Subcontractor/Joint Venture Agreement is \$ _____; which is estimated to be _____% of the total Proposal.

Signature of Subcontractor/Joint Venturer

Printed Name: _____

Title: _____

Date: _____

The undersigned will enter into a written agreement with the above subcontractor for the work described upon award and execution of a contract with The Metropolitan Government.

Signature of Prime Contractor

Printed Name: _____

Title: _____

Date: _____

Attachment B
Affidavits

State of _____ **County of** _____

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Title) of _____ (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with METRO's 1992 Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Nondiscrimination: Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, religion, national origin or handicap and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this contract, contractor certifies and warrants it will comply with this policy.

And Further Affiant Sayeth Not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 200____.

Notary Public
My commission expires: _____

Attachment C

Guidelines for Assistance to Small Businesses

I. Assistance to Small Businesses as Prime or Subcontractor for Construction and/or Other Services

The Metropolitan Government of Nashville and Davidson County (Owner) has established guidelines, which provide incentives to maximize the participation of Small Businesses as Prime or Subcontractor for construction and/or other services.

II. Small Businesses as Prime or Subcontractor for Construction and/or Other Services

This section provides the definition of a Small Business as contained in the Metropolitan Procurement Code, and the additional criteria for Small Business status as set forth in the Regulations to the Metropolitan Procurement Code.

A Small Business satisfies all of the following criteria:

- (a) A United States business which is independently owned and operated, and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation;
- (b) Either has no more than the following number of employees or has no more than the following annual sales volume for the applicable industry; and

INDUSTRY	ANNUAL SALES VOLUME	MAXIMUM NUMBER OF EMPLOYEES*
Agriculture, Forestry, Fishing	\$500,000	9
Architectural/Design/Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Educational	\$1,000,000	9
Finance, Insurance, Real Estate	\$1,000,000	9
Information Systems/Technology	\$2,000,000	30
Manufacturing	\$2,000,000	99
Marketing/Communications/Public Relations	\$2,000,000	30
Medical/Healthcare	\$2,000,000	30
Mining	\$1,000,000	49
Retail Trade	\$750,000	9
Service Industry	\$500,000	9
Transportation, Commerce, and Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19

- (c) Meets the following additional criteria:
 - 1. Has demonstrated capability to perform independently a substantial portion of the contract they seek, or a substantial portion of the subcontract for which they are proposed by a bidder or Offeror, as specified by the Purchasing Agent;

2. Not share or jointly use office space, production, marketing and sales, business support systems, personnel, or equipment with any business not classified by Metro as a small business (i.e., a large business);
3. Has existed as a legal business entity for a minimum of one year (twelve months of continuous business enterprise), performing independently and satisfactorily and achieving a minimum of \$35,000.00 sales income (collected sales dollars not simply booked sales);
4. Not be owned, controlled, or directed by individuals or groups of individuals who own, control, or direct a large business involved in the same category of work as the business for which small business status is sought;
5. If a supplier, be an authorized regular distributor with normal wholesale agreements for the Product or products to be supplied; and
6. If a construction contractor, be licensed as required by the state to perform the work for which it has submitted a bid or has been proposed by a prime as a subcontractor.

*NOTE: Employee means a person (or persons) employed on a full-time (or full-time equivalent), a permanent basis. Full-time equivalent includes employees who work 30 hours per week or more. Full-time equivalent also includes the aggregate of employees who work less than 30 hours a week, where the work hours of such employees add up to at least a 40 hour work week.

The totality of the circumstances, including factors relevant for tax purposes, will determine whether persons are employees of a concern. Temporary employees, independent contractors or leased employees are not employees for these purposes. The owner(s) are excluded from this classification.

SMALL BUSINESS STATUS

If Firms desire to claim the status as a small business, they must

- 1) Be registered to do business with Metro at <https://smartrac.nashville.gov/newvendorlogin.aspx> , and
- 2) Have been approved as a small business through the submission to Metro of documentation to confirm small business status including a copy of their two most recently submitted business tax returns as well as IRS form 941-Employer's Quarterly federal tax return.

This information will be reviewed Metro's BAO and used to confirm the small business status. Small business status must be approved by Metro **prior** to submission. ***While Metro commits to having documents reviewed and status granted as quickly as possible after the receipt of the necessary documentation, to be safe, documents should be submitted no later than four days before the proposal opening date to allow time for status to be granted.***

Attachment D LIST OF PROPOSED SMALL BUSINESSES

Bidder's Name _____

	Small Business Name	Small Business Address and Phone Number	Industry of Work to be Performed by this Small Business (see <i>Instructions below this table</i>)	Minimum <i>Percentage</i> of total contract dollars to be spent with this Small Business
1.				\$ _____, _____ % of Total
2.				\$ _____, _____ % of Total
3.				\$ _____, _____ % of Total
4.				\$ _____, _____ % of Total
5.				\$ _____, _____ % of Total
6.				\$ _____, _____ % of Total

INSTRUCTIONS:

- If more than six (6) Small Businesses are to be listed, please attach an additional sheet.
- For the "Industry of Work to be Performed by this Small Business" column, you must enter an Industry listed here: Agriculture, Forestry, Fishing; Mining; Construction; Manufacturing; Wholesale Trade; Retail Trade; Finance, Insurance, Real Estate; Transportation, Commerce, and Utilities; Service Industry
- If this bid is for Construction Design and Build services, you are not required to submit small business names and addresses services/products **related to the build phase of this project**. However, you must identify the minimum percentage of total contract dollars to be spent with a small business (column 3) by industry of work (column 4).

Submission of a bid shall constitute bidder's representation that neither bidder nor an officer, agent or employee of bidder, or the spouse, parent or child of an officer, agent or employee of bidder, is involved in the ownership, operation or management of any subcontractor claiming status as a small business for purposes of this bid and Contract.

Signature

Type/Print Name and Title



Requirements for National Cooperative Contract

To be Administered by

National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA REQUEST FOR PROPOSAL

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL
COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY
CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Exhibit A-NATIONAL IPA REQUEST FOR PROPOSAL

1.0 Scope of National Cooperative Contract

1.1 Requirement

The Metropolitan Government of Nashville and Davidson County (“METRO”) (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for full service elevator, escalator, chairlift and platform lift, maintenance and repair program. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and as a result is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc, will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying companies based on National IPA’s requirements to market the resulting Master Agreement nationally to Participating Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing companies on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly

promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Participating Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Participating Public Agency teams
- C. Training sessions for Supplier teams
- D. Quarterly business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately 25million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating

Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
 - a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - b. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as

well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- a. Creation and distribution of a co-branded press release to trade publications within first 10 days
 - b. Announcement, contract details and contact information published on the company website within first 30 days
 - c. Design, publication and distribution of co-branded marketing materials within first 90 days
 - d. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - e. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - f. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - g. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
 - h. Dedicated National IPA internet web-based homepage with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and supplier;
 - Summary of products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- a. Contract was competitively solicited by a Principal Procurement Agency
 - b. Best government pricing
 - c. No cost to participate
 - d. Non-exclusive contracts
- F. Supplier is responsible for the training of its national sales force on the National IPA contract. At a minimum, sales training should include:
- a. Key features of National IPA contract

- b. Working knowledge of the Solicitation Process
 - c. Awareness of the range of Public Agencies that can access National IPA
- G. Provide contact information for the person(s), who will be responsible for:
 - a. Marketing
 - b. Sales
 - c. Sales Support
 - d. Financial Reporting
 - e. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new participant account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$_____.00 in year one
 \$_____.00 in year two
 \$_____.00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
 - a. Respond with Master Agreement pricing (sale reported to National IPA).
 - b. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as sales to National IPA under the Master Agreement.
 - c. Respond with pricing higher than Master Agreement only in the unlikely event that the agency refuses to utilize Master Agreement.
 - d. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

Exhibit B-NATIONAL IPA ADMINISTRATION AGREEMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No. _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register with National IPA or otherwise execute a Participating Public Agency Certificate (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
Exhibit B- NATIONAL IPA ADMINISTRATION AGREEMENT
TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30)

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

Exhibit B- NATIONAL IPA ADMINISTRATION AGREEMENT

days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

QUARTERLY FEES & MONTHLY REPORTING

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

Exhibit B- NATIONAL IPA ADMINISTRATION AGREEMENT

the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Administrative fee payments shall be accompanied by a report of Contract Sales for the quarter. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company
National IPA
Attn: President
1600 Westgate Circle
Suite 275
Brentwood, TN 37027

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

Exhibit B- NATIONAL IPA ADMINISTRATION AGREEMENT

B. Principal Procurement Agency

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Name

Title

Title

Date

Date

Exhibit C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
Exhibit C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of INSERT NAME OF PPA HERE (“Principal Procurement Agency”), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”).

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, INSERT NAME OF PPA HERE agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

Signature

Name

Title

Date

Exhibit E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

(to be submitted in Microsoft Excel format)

National IPA Contract Sales Monthly Report

Supplier Name:

Contract Sales Report Month:

Participating Agency Name	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$

Report Totals _____
Cumulative Contract Sales _____

Exhibit F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

CITY OF ADAIR VILLAGE
CITY OF ASHLAND
CITY OF AUMSVILLE
CITY OF AURORA
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF BURNS
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CLATSKANIE
CITY OF COBURG
CITY OF CONDON
CITY OF LA GRANDE
CITY OF LEBANON
CITY OF MILL CITY
CITY OF MILWAUKIE

CITY OF MOSIER
CITY OF NORTH PLAINS
CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF PORTLAND
CITY OF POWERS
CITY OF RIDDLE
CITY OF SANDY
CITY OF SCAPPOOSE
CITY OF SHADY COVE
CITY OF SHERWOOD
CITY OF ST. PAUL
CITY OF TIGARD, OREGON
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WILSONVILLE
CITY OF WINSTON
LEAGUE OF OREGON CITIES
PORTLAND DEVELOPMENT COMMISSION
CITY OF BATON ROUGE, LA
CITY OF BOSSIER CITY, LA
CITY OF KENNER, LA
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES
CITY OF METAIRIE, LA
CITY OF MONROE, LA
CITY OF NEW ORLEANS, LA
CITY OF SHREVEPORT, LA

Counties including but not limited to:

ASSOCIATION OF OREGON COUNTIES
BENTON COUNTY
CLACKAMAS COUNTY DEPT OF TRANSPORTATION
CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
COOS COUNTY HIGHWAY DEPARTMENT
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESCHUTES COUNTY
DOUGLAS COUNTY
GILLIAM COUNTY
GILLIAM COUNTY OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
JEFFERSON COUNTY
LAKE COUNTY
LINCOLN COUNTY
LINN COUNTY
MARION COUNTY, SALEM, OREGON
MORROW COUNTY
MULTNOMAH COUNTY
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES
MULTNOMAH LAW LIBRARY
NAMI LANE COUNTY
POLK COUNTY

SHERMAN COUNTY
UMATILLA COUNTY, OREGON
UNION COUNTY
WALLOW A COUNTY
WASCO COUNTY
WASHINGTON COUNTY
YAMHILL COUNTY
BOARD OF WATER SUPPLY
COUNTY OF HAWAII
MAUI COUNTY COUNCIL
CADDOPARISH
CALCASIEUPARISH
EAST BATON ROUGE PARISH
JEFFERSON PARISH
LAFAYETTE PARISH
LIVINGSTON PARISH
ORLEANS PARISH
PLAQUEMINES PARISH
RAPIDES PARISH
SAINT TAMMANY PARISH
TERREBONNE PARISH
WEST BATON ROUGE PARISH

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SC'HOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J

LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MULTISENSORY LEARNING ACADEMY
MUL TNOMAH EDUCATION SERVICE DISTRICT
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CTY SCHOOL DISTRICT 21
NORTHWEST REGIONAL E.DUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
WEST LINN WILSONVILLE SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32
CADDOPARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
EAST BATON ROUGE PARISH SCHOOL DISTRICT
JEFFERSON PARISH SCHOOL DISTRICT
LAFAYETTE PARISH SCHOOL DISTRICT
LIVINGSTON PARISH SCHOOL DISTRICT
ORLEANS PARISH SCHOOL DISTRICT
RAPIDES PARISH SCHOOL DISTRICT
TERREBONNE PARISH SCHOOL DISTRICT

Higher Education

BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE

COLUMBIA GORGE COMMUNITY COLLEGE
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIV.
REED COLLEGE
ROGUE COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
ARGOSY UNIVERSITY
BRIGHAM YOUNG UNIVERSITY - HAWAII
COLLEGE OF THE MARSHALL ISLANDS
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
UNIVERSITY OF HAWAII AT MANOA

State Agencies

BOARD OF MEDICAL EXAMINERS
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
ADMIN. SERVICES OFFICE
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII HEALTH SYSTEMS CORPORATION
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII

STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION

**EXHIBIT A
SAMPLE CONTRACT**



**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
FOR PURCHASE OF SERVICES**

This contract is initiated by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** ("METRO") and ("CONTRACTOR"). This contract consists of the following documents:

- ***This Contract Document,***
- ***Solicitation, Numbered 10-20,***
- ***Contractor's Response, and***
- ***Exhibits:***
 - ***Exhibit A, Pricing,***
 - ***Exhibit B, Escalation/De-escalation (if allowed),***
 - ***Exhibit C, ACH Form for Electronic Payment***
 - ***Exhibit D, Affidavits***
 - ***Exhibit E, Contractor Supplied Insurance Forms,***
 -

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***Any Properly Executed Contract Amendment (most recent with first priority),***
- ***This Document and All Exhibits,***
- ***Solicitation, Numbered 10-20, and***
- ***Contractor's Response***

The parties hereby agree to the following terms and conditions:

- I. Duties and Responsibilities of CONTRACTOR.*** CONTRACTOR agrees to provide and METRO agrees to purchase the following services:

The furnishing of all material, labor, supervision, tools, supplies, and all other expenses and appurtenances necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of parts as specified for all equipment covered under RFP 10-20, as listed.

II. Reserved.

III. Term.

- A. The term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the Metropolitan Clerk. METRO contemplates that the contract term will begin on or about 1/1/2011 (beginning date). The initial contract term will end sixty (60) months from the beginning date.
- B. This contract may not be extended by contract amendment. The option to extend shall be exercised by and in the discretion of the Purchasing Agent. In no event shall the term of this contract, including extensions, exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

IV. Compensation. This contract has an estimated value of over the life of the contract. The pricing details are demonstrated in **Exhibit A**. CONTRACTOR shall be paid as work is completed and METRO is accordingly invoiced based on the following schedule: (check if applicable)

- A. ☐ single payment following completion of contract,
- B. ☒ monthly as work is completed and approved by METRO,
- C. ☐ quarterly as work is completed and approved by METRO,
- D. ☐ as milestones are completed and approved by METRO,
- E. ☐ other (explain)

There will be no other charges or fees for the performance of this contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

V. Escalation/De-escalation. This contract is eligible for annual escalation/de-escalation adjustments. If the contract is eligible, the request for adjustment must be submitted to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the contract signing by the contractor. Any such adjustment shall become effective on the anniversary of the filing of the contract

with the Metro Clerk's office. The amount of escalation is subject to the process identified in **Exhibit B**.

VI. Electronic Payment. Metro requires as a condition of this contract that the Contractor shall complete and sign Metro's form authorizing electronic payments to the Contractor. **Exhibit C.**

VII. Taxes. METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

VIII. Reserved.

IX. Reserved.

X. Reserved.

XI. Copyright, Trademark, Service Mark, or Patent Infringement.

A. CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

B. If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

1. Procure for METRO the right to continue using the products or services.

2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto.
 4. Provided, however, that CONTRACTOR will not exercise option b.3. until CONTRACTOR and METRO have determined that options b.1. and b.2. are impractical.
- C. CONTRACTOR shall have no liability to METRO, however, if any such infringement or claim thereof is based upon or arises out of:
1. The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR.
 2. The use of the products or services in a manner for which the products or services were neither designated nor contemplated.
 3. The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

XII. Termination

- A. *Breach.* Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, METRO shall have the right to immediately terminate the contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.
- B. *Lack of Funding.* Should funding for this contract be discontinued, METRO shall have the right to terminate the contract immediately upon written notice to CONTRACTOR.
- C. *Notice by Metro.* METRO may terminate this contract at any time upon thirty (30) days written notice to CONTRACTOR.

XIII. Maintenance of Records. CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

- XIV. Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.
- XV. METRO Property.** Any METRO property, including but not limited to books, records and equipment that is in Contractor's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be METRO property.
- XVI. Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.
- XVII. Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
- XVIII. Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- XIX. Employment.**
- A. CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
 - B. CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this contract.
 - C. Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

XX. Procurement Nondiscrimination Program Requirements

A. The consideration and contact of minority-owned and/or woman-owned business enterprises (MWBE) was required for a *Responsive* offer.

B. The provision of the following items was a part of the proposal package. The forms for compliance with the Procurement Nondiscrimination Program are made a part of this contract by reference.

1. *Covenant of Nondiscrimination*

Your firm has committed to the Covenant of Nondiscrimination when registering with Metro to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each proposal/contract).

2. *Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected.*

Each proposer must provide the enclosed form indicating that the proposer has delivered written notice to at least three (3) available MWBEs if use of MWBEs is reasonable and if BAO can provide at least three MWBEs for the applicable category. The interested, notified, successful and unsuccessful bid prices are one of the several required responses on the form.

3. *Letter of Intent to Perform as a Subcontractor/Joint Venture.*

In the event that a proposer submits the use subcontractors, suppliers and/or joint ventures, a letter of intent signed by both the subcontractor/supplier/joint venturer must be submitted to Procurement by the end of the second business day following issuance of the intent to award letter.

4. *Registration and Certification.*

To be considered for the purpose of being Responsive, the subcontractor, supplier and/or joint venturer must be registered online with Metro by the proposal due date. Certification is required by the filing date of the contract with the Metro Clerk's Office.

XXI. Compliance with Laws. CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations. **Exhibit D.**

XXII. Contingent Fees. CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal

sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts. **Exhibit D.**

XXIII. Nondiscrimination. It is the policy of the METRO not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, CONTRACTOR certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of Metro's Contractors. Accordingly, all Proposers entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination. **Exhibit D.**

XXIV. Ethical Standards. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

XXV. Insurance. During the term of this Contract, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof the types and amounts of insurance identified (**Exhibit E**) below by a checked box and in the solicitation:

- A. ☐ Products Liability Insurance in the amount of one million (\$1,000,000.00) dollars (If the vendor will be shipping to a receiving department of METRO)
- B. ☒ General Liability Insurance in the amount of one million (\$1,000,000.00) dollars
- C. ☐ Professional Liability Insurance in the amount of one million (\$1,000,000.00) dollars
- D. ☒ Automobile Liability Insurance in the amount one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)
- E. ☒ Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees.)
- F. ☐ Other Insurance ...
- G. Such insurance shall:
 - 1. Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insured's with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed .
 - 2. For any claims related to this agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.
 - 3. Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.
 - 4. Worker's Compensation (If applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by

the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's workers' compensation insurance coverage.

5. *Other Insurance Requirements.* CONTRACTOR shall:

- a. Prior to commencement of services, furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METRO COURTHOUSE
1 PUBLIC SQUARE, SUITE 108
NASHVILLE, TENNESSEE 37201**

- b. Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.
- c. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
- d. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of lease.
- e. Place such insurance with insurer licensed to do business in Tennessee and having A.M.Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.
- f. Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.
- g. Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

- h. If the CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

XXVI. Indemnification and Hold Harmless. CONTRACTOR will indemnify and hold harmless METRO, its officers, agents and employees from:

- A. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- B. Any claims, damages, penalties, costs and attorney fees arising from any failure of CONTRACTOR, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. METRO will not indemnify, defend or hold harmless in any fashion the CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that the CONTRACTOR may provide.
- D. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

XXVII. Attorney Fees. CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

XXVIII. Assignment--Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this contract, neither this contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
222 THIRD AVENUE NORTH, SUITE 750
NASHVILLE, TENNESSEE 37201**

- XXIX. Entire Contract.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
- XXX. Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- XXXI. Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the CONTRACTOR may provide.
- XXXII. Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.
- XXXIII. Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

XXXIV. Notices and Designation of Agent for Service of Process.

A. All notices to METRO shall be mailed or hand delivered to:

Department: Division of Purchases
Attn: Jeff L. Gossage
Addr: 222 Third Avenue, North
Suite 601
Nashville, Tennessee 37201

B. Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR:

Attn:

Addr:

Telephone:

Fax:

E-mail:

C. CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent:

Attn:

Addr:

XXXV. Effective Date. This contract shall not be binding upon the parties until it has been signed first by the CONTRACTOR and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

CONTRACTOR

APPROVED AS TO PROJECT SCOPE:

Department Head

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Purchasing Agent

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

Director of Finance

**APPROVED AS TO PROOF OF
INSURANCE:**

Risk Manager

**APPROVED AS TO FORM AND
LEGALITY:**

Metropolitan Attorney

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

Date: _____

Company: _____

BY: _____

Print: _____

Title: _____

**Sworn to and subscribed to before me, a
Notary Public, this _____
day of _____, 200 __, ,
by _____,
the _____ of
CONTRACTOR and duly authorized to
execute this instrument on Contractor's
behalf.**

Notary Public

My Commission Expires _____

Exhibit A
Pricing

*The pricing model for this contract is as follows:
Attachment 1 – Bid Tab*

Exhibit B

Escalation/De-escalation

Prices quoted shall be firm for one year following the effective date of contract. Written requests for price changes after the firm price period may be submitted in writing to the purchasing division. Any increase will be based on the contractor's actual cost increase only, as evidenced by written documentation. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the general or industry wide nature of the change. The escalation/de-escalation cost adjustment shall be effective at each contract anniversary date, after the first year.

At the option of Metro, (1) the request may be granted, (2) the commodity/service may be re-advertised for award and subsequent cancellation, or (3) continue the contract without change.

Exhibit C

ACH Form for Electronic Payment

This Exhibit must be completed by the CONTRACTOR to facilitate payment of services.

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE
TREASURY DIVISION
ACH (AUTOMATED CLEARING HOUSE) CREDITS**

Company

Name:

Federal Identification Number or Social Security Number (under which you are doing business with Metro)

I (We) hereby authorize the Treasurer of the Metropolitan Government of Nashville and Davidson County, hereafter called METRO TREASURER, to initiate credit entries to my (our) (*select type of account*) ☐ CHECKING or ☐ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until METRO TREASURER has received written notification from me (or either of us) of its termination in such time and in such manner as to afford METRO TREASURER and DEPOSITORY a reasonable opportunity to act on it.

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank Official contacted: _____ Phone _____

DEPOSITORY/BANK NAME _____ BRANCH _____

CITY _____ STATE _____

ACH TRANSIT/ABA NO. _____ ACCOUNT NO. _____

NAME(S) _____

(Please print names of authorized account signatory)

SIGNED _____ DATE _____

SIGNED _____ DATE _____

Phone _____

Please mail to:
Finance - Division of Accts
Attn: Starla Friedmann
222 3rd Ave N Ste 750
Nashville, TN 37201

or Fax to: 615-862-6109
Attn: Starla Friedmann

Exhibit D
Affidavits

State of _____ **County of** _____

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Title) of _____ (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with METRO's 1992 Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Nondiscrimination: Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, religion, national origin or handicap and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this contract, contractor certifies and warrants it will comply with this policy.

And Further Affiant Sayeth Not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 200____.

Notary Public

My commission expires: _____

Exhibit E

Insurance Forms

This Exhibit shall house the proof of insurance in the amounts and form set required by the contract.

List All Other Pricing Elements	Pricing Breakdown	
	Parts	
	Labor	
	OH & Profit	

0% of Total for full maintenance contract.

[illegible]

State	Rate of Adjustment	Method of Calculating Annual Escalation/De-escalation
Alabama		
Alaska		
Arizona		
Arkansas		
California		
Colorado		
Connecticut		
Delaware		
Florida		
Georgia		
Hawaii		
Idaho		
Illinois		
Indiana		
Iowa		
Kansas		
Kentucky		
Louisiana		
Maine		
Maryland		
Massachusetts		
Michigan		
Minnesota		
Mississippi		
Missouri		
Montana		
Nebraska		
Nevada		
New Hampshire		
New Jersey		
New Mexico		
New York		
North Carolina		
North Dakota		
Ohio		
Oklahoma		
Oregon		
Pennsylvania		
Rhode Island		
South Carolina		
South Dakota		
Tennessee	0.0%	
Texas		
Utah		
Vermont		
Virginia		
Washington		
West Virginia		
Wisconsin		
Wyoming		

NOTE:
Tennessee will serve as the Basis for Adjustments. All other states will be adjusted upward or downward from Tennessee.

SCHOOLS			Metro Price Response Sheet									
Building Name	Address	Type	Brand	Capacity	Speed	Permit Number	Passenger Elevator Quantity	Freight Elevator Quantity	Escalator Quantity	Chair Lift Quantity	Platform / Verticle Lift Quantity	Monthly Maint. Cost \$
A.Z KELLY ELEM	5834 PETTUS RD	PASSENGER	THYSSENKRUPP	2100 LBS	95	#35171				1		
AMQUI ELEM	319 ANDERSON LN	PASSENGER ELEV	THYSSENKRUPP	2000LBS	106	#31902	1					
ANTIOCH HIGH	1900 HOBSON PK	PASSENGER ELEVATOR	NORTHERN	4500LBS	100	#30600	1					
ANTIOCH HIGH	1900 HOBSON PK	PASSENGER ELEVATOR	NORTHERN	2500LBS	100	#30599	1					
ANTIOCH MIDDLE	5050 BLUE HOLE RD	LULA LIFT	VERTEX	1400LBS	30	#31734				1		
APOLLO MIDDLE	631 RICHARDS ROAD	PASSENGER	THYSSENKRUPP	2100 LBS	95	#36837	1					
BAILEY MIDDLE	2000 GREENWOOD AVE	PASSENGER ELEVATOR	THYSSENKRUPP	2100 LBS	95	332402	1					
BAILEY MIDDLE	2000 GREENWOOD AVE	PASSENGER ELEV	THYSSENKRUPP	2500 LBS	100	#32403	1					
BASS MIDDLE	5200 DELAWARE AVE	LULA LIFT	VERTEX	1400 LBS	30	#33130				1		
BELLSHIRE DESIGN	1128 BELLGRIMES LN	WHEEL CHAIR LIFT	AUTOMATIC	750 LBS	5.2	#33055					1	
BELLVUE MIDDLE	655 COLICEJEANNE RD	LULA LIFT	VERTEX	1400 LBS	30	#32839				1		
BORDEAUX ELEM	1910 S.HAMILTON RD	PASSENGER	THYSSENKRUPP	2500 LBS	100	#34102	1					
BORDEAUX ELEM	1910 S.HAMILTON RD	PASSENGER	THYSSENKRUPP	2100 LBS	100	#33925	1					
BROOKMEAD ELEM	1015 DAVIDSON	WHEELCHAIR LIFT	CONCORDE	500 LBS	UNK	#32272					1	
BUENA VISTA ELEM	1531 9TH AVE NORTH	PASSENGER	THYSSENKRUPP	2100 LBS	100	#33422	1					
BUENA VISTA ELEM	1531 9TH AVE NORTH	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#33421				1		
CAIN RIDGE HIGH	12814 OLD HICKORY BLVD	PASSENGER	THYSSENKRUPP	2100 LBS	95	#35889	1					
CAIN RIDGE HIGH	12814 OLD HICKORY BLVD	PASSENGER	THYSSENKRUPP	2100 LBS	95	#35890	1					
CALDWELL OPTIONS	401 MERIDIAN STREET	STAIR LIFT	ACCESS IND	450 LBS	18	#34485					1	
CALDWELL OPTIONS	401 MERIDIAN STREET	PASSENGER	THYSSENKRUPP	2100 LBS	115	#34486	1					
CALDWELL OPTIONS	401 MERIDIAN STREET	WHEEL CHAIR LIFT	THYSSENKRUPP	750 LBS	9	#34483					1	
CALDWELL OPTIONS	401 MERIDIAN STREET	STAIR LIFT	ACCESS IND	450 LBS	18	#34484					1	
CAMERON MIDDLE	1034 1ST AVE SOUTH	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#33612				1		
CAMERON MIDDLE	1034 1ST AVE SOUTH	PASSENGER	THYSSENKRUPP	2100 LBS	110	#33171	1					
CAMERON MIDDLE	1034 1ST AVE SOUTH	PASSENGER	THYSSENKRUPP	2500 LBS	110	#33172	1					
COHN ADULT	4805 PARK AVE	PASSENGER	THYSSENKRUPP	2500 LBS	100	#33278	1					
CORA HOWE SCHOOL	1928 GREENWOOD AVE	LULA LIFT	UNKNOWN	1400 LBS	30	#31221				1		
CRIEVE HALL ELEM	498 HOGAN RD	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#32772				1		
CROFT MIDDLE	482 ELYSIAN FIELDS RD	PASSENGER	THYSSENKRUPP	2100 LBS	135	#33205	1					
CUMBERLAND ELEM	4247 CATO RD	PASSENGER	SCHINDLER	2000 LBS	100	#30033	1					
DALEWOOD MIDDLE	1460 MCGAVOCK PK	PASSENGER	THYSSENKRUPP	2100 LBS	100	#32496	1					
DAN MILLS ELEM	4106 KENNEDY AVE	PASSENGER	THYSSENKRUPP	2100 LBS	100	#32022	1					
DONELSON MIDDLE	110 STEWARTS FERRY PK	VERTICAL LIFT	NAT WHEEL-O-VATOR	750 LBS	9	#33947				1		
DONELSON MIDDLE	110 STEWARTS FERRY PK	VERTICAL LIFT	NAT WHEEL-O-VATOR	750 LBS	9	#33946				1		
DONELSON MIDDLE	110 STEWARTS FERRY PK	PASSENGER	THYSSENKRUPP	2100 LBS	95	#31996	1					
DUPONT HADLEY MIDDLE	1901 OLD HICKORY BLVD	PASSENGER	THYSSENKRUPP	2000 LBS	106	#34207	1					
DUPONT HADLEY MIDDLE	1901 OLD HICKORY BLVD	PASSENGER	THYSSENKRUPP	2500 LBS	130	#34206	1					
EAKIN ELEM	2500 FAIRFAX AVE	VERTICAL LIFT	THYSSENKRUPP	750 LBS	12	#35587				1		
EAKIN ELEM	2500 FAIRFAX AVE	PASSENGER	THYSSENKRUPP	2500 LBS	125	#34975	1					
EAST JUNIOR B-BUILDING	112 GALLATIN RD	PASSENGER	THYSSENKRUPP	2500 LBS	180	#33642	1					
EAST JUNIOR B-BUILDING	112 GALLATIN RD	PASSENGER	THYSSENKRUPP	2100 LBS	100	#33643	1					
EAST MAGNET HIGH	110 GALLATIN RD	LULA LIFT	VERTEX	1400 LBS	30	#33640	1			1		
EAST MAGNET HIGH	110 GALLATIN RD	PASSENGER	THYSSENKRUPP	2500 LBS	180	#33641	1					
EWING PARK MIDDLE	3410 KNIGHT RD	PASSENGER	THYSSENKRUPP	2100 LBS	100	#24465	1					
FALL HAMILTON	510 WEDGEWOO AVE	PASSENGER	THYSSENKRUPP	2500 LBS	100	#31969	1					
GLENCLIFF HIGH	160 ANTIOCH PK	PASSENGER	OTIS	2000 LBS	125	#24070	1					
GLENDALE ELEM	800 THOMPSON AVE	VERTICAL LIFT	NAT WHEEL-O-VATOR	750 LBS	9	#34004				1		
GLENN ELEM	322 CLECELAND STREE	PASSENGER	THYSSENKRUPP	2100 LBS	100	#27531	1					
GLENVIEW ELEM	1020 PATRICIA DR	PASSENGER	THYSSENKRUPP	2100 LBS	130	#35175	1					
GOODLETTSVILLE ELEM	514 DONALD STREET	VERTICAL LIFT	GARVENTA	450 LBS	20	#32305				1		
GOODLETTSVILLE ELEM	514 DONALD STREET	VERTICAL LIFT	AUTOMATIC	750 LBS	5	#33057				1		
GOODLETTSVILLE MIDDLE	300 MAIN STREET	PASSENGER	AUTOMATIC	1400 LBS	30	#33043	1					
GOODLETTSVILLE MIDDLE	300 MAIN STREET	VERTICAL LIFT	AUTOMATIC	750 LBS	5	#33056				1		

Metro Price Response Sheet							
GOODLETTSVILLE MIDDLE	300 MAIN STREET	VERTICAL LIFT	AUTOMATIC	2500 LBS	100	#33047	1
GOWER ELEM	650 OLD HICKORY BLVD	PASSENGER	THYSSENKRUPP	2500 LBS	100	#27501	
GRA-MAR MIDDLE	575 JOYCE LN	PASSENGER	THYSSENKRUPP	2100 LBS	95	#32097	1
HATTIE COTTON	1033 W GREENWOOD AVE	PASSENGER	OTIS	2100 LBS	100	#30089	1
HEAD MAGNET	1830 JO JOHNSTON AVE	PASSENGER	THYSSENKRUPP	2100 LBS	125	#32871	1
HENRY MAXWELL ELEM	5535 BLUE HOLE RD	PASSENGER	THYSSENKRUPP	2500 LBS	95	#32406	1
HERMITAGE ELEM	3800 PLANTATION DR	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#32838	1
HILLSBORO HIGH	3812 HILLSBORO RD	PASSENGER	THYSSENKRUPP	2100 LBS	100	#24432	1
HILLSBORO HIGH	3812 HILLSBORO RD	PASSENGER	OTIS	2000 LBS	125	#24091	1
HILLWOOD HIGH	400 DAVIDSON RD	PASSENGER	AUTOMATIC	2000 LBS	150	#22821	1
HILLWOOD HIGH	400 DAVIDSON RD	PASSENGER	THYSSENKRUPP	2500 LBS	100	#29745	1
HULL JACKSON MONT	1015 KELLOW STREET	PASSENGER	THYSSENKRUPP	2500 LBS	100	#30647	1
HUME-FOGG HIGH	700 BROADWAY	PASSENGER	THYSSENKRUPP	2500 LBS	125	#29763	1
HUNTER LANE HIGH	1150 HUNTERS LN	PASSENGER	THYSSENKRUPP	2100 LBS	125	#26335	1
HUNTERS LANE HIGH	1150 HUNTERS LN	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#34618	1
INGLEWOOD ELEM	1700 RIVERSIDE DR	PASSENGER	THYSSENKRUPP	2500 LBS	100	#29764	1
IT CRESWELL MIDDLE	3500 JOHN MALLETTE DR	STAIRLIFT	GARVENTA	450 LBS	20FPM	#31305	1
IT CRESWELL MIDDLE	3500 JOHN MALLETTE DR	STAIRLIFT	GARVENTA	450 LBS	20FPM	#31304	1
IT CRESWELL MIDDLE	3500 JOHN MALLETTE DR	PASSENGER	THYSSENKRUPP	3500 LBS	80	#34827	1
J.E MOSS ELEM	4701 BOWFEILD DR	PASSENGER	THYSSENKRUPP	2100 LBS	100	#27379	1
JERE BAXTER MIDDLE	350 HART LANE	PASSENGER	THYSSENKRUPP	2100 LBS	100	#30325	1
JF KENNEDY MIDDLE	2087 HOBSON PK	PASSENGER	THYSSENKRUPP	2100 LBS	95	#32358	1
JOELTON MIDDLE	3500 CLARKSVILLE PK	LULA LIFT	VERTEX	1400 LBS	30	#33279	1
JOELTON MIDDLE	3500 CLARKSVILLE PK	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#33280	1
JOHN EARLY MIDDLE	1000 CASS STREET	PASSENGER	THYSSENKRUPP	2500 LBS	100	#33175	1
JOHNSON	1200 2ND AVE	PASSENGER	THYSSENKRUPP	2100 LBS	95	UNKNOWN	1
JONES PAIDEIA	1800 9TH AVE NORTH	LULA LIFT	VERTEX	1400 LBS	30	#33518	1
JULIA GREEN ELEM	3500 HOBBS RD	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#33136	1
KIPP ACADEMY	123 DOUGLAS AVE	PASSENGER	THYSSENKRUPP	2500 LBS	100	#35087	1
KIRKPATRICK ELEM	1000 SEVIER STREET	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#29805	1
KIRKPATRICK ELEM	1000 SEVIER STREET	PASSENGER	THYSSENKRUPP	2000 LBS	100	#29806	1
LITTON MIDDLE	4601 HEDGEWOOD DR	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#33466	1
LOCKAND ELEM	105 SOUTH 17TH STREET	PASSENGER	NASHVILLE MACHINE	2100 LBS	110	#33076	1
MADISON SPECIAL ED	300 OLD HICKORY BLVD	PASSENGER	OTIS	2100 LBS	100	#35204	1
MAPLEWOOD HIGH	401 WALTON LN	VERTICAL LIFT	THYSSENKRUPP	750 LBS	12	#35276	1
MAPLEWOOD HIGH	401 WALTON LN	PASSENGER	THYSSENKRUPP	2100 LBS	100	#27390	1
MAPLEWOOD HIGH	401 MAPLEWOOD AVE	PASSENGER	THYSSENKRUPP	2100 LBS	80	#24413	1
MARSHALL MIDDLE	5832 PETTUS RD	PASSENGER	THYSSENKRUPP	2500 LBS	135	#34753	1
MARTH VAUGHT MIDDLE	160 RURAL AVE	PASSENGER	THYSSENKRUPP	2100 LBS	95	#33211	1
MARTIN LUTHER KING HIGH	613 17 TH AVE NORTH	PASSENGER	THYSSENKRUPP	2100 LBS	135	#29807	1
MARTIN LUTHER KING HIGH	613 17 TH AVE NORTH	VERTICAL LIFT	VERTIX	750 LBS	9	#34005	1
MARTIN PROFESSIONAL	2400 FAIRFAX AVE	VERTICAL LIFT	THYSSENKRUPP	750 LBS	9	#36075	1
MARTIN PROFESSIONAL	2400 FAIRFAX AVE	PASSENGER	THYSSENKRUPP	5000 LBS	110	#35853	1
MCGAVOCK ELEM	275 MCGAVOCK PK	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#33258	1
MCGAVOCK ELEM	275 MCGAVOCK PK	LULA LIFT	VERTEX	1400 LBS	30	#32837	1
MCGAVOCK HIGH	3150 MCGAVOCK PK	PASSENGER	THYSSENKRUPP	3500 LBS	100	#34887	1
MCGAVOCK HIGH	3150 MCGAVOCK PK	INCLINE LIFT	GARVENTA	450 LBS	20	#34227	1
MCGAVOCK HIGH	3150 MCGAVOCK PK	INCLINE LIFT	GARVENTA	450 LBS	20	#34226	1
MCGRUDER FAMILY RES	2013 25TH AVE NORTH	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#33772	1
MCKISSACK MIDDLE	915 38TH AVE NORTH	PASSENGER	THYSSENKRUPP	2100 LBS	110	#32715	1
MCMURRAY MIDDLE	520 MCMURRAY DR	LULA LIFT	VERTEX	1400 LBS	30	#32836	1
MCMURRAY MIDDLE	520 MCMURRAY DR	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#32835	1
MCMURRAY MIDDLE	520 MCMURRAY DR	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#32834	1
MEIGS MAGNET	713 RAMSEY STREET	PASSENGER	THYSSENKRUPP	2100 LBS	95	#33682	1

Metro Price Response Sheet									
METRO BOARD OF ED.	2601 BRANSFORD AVE	PASSENGER ELEV	NASHVILLE MACHINE	3500 LBS	400	#21593	1		
METRO BOARD OF ED.	2601 BRANSFORD AVE	PASSENGER ELEV	NASHVILLE MACHINE	3500 LBS	400	#21594	1		
METRO BOARD OF ED.	2601 BRANSFORD AVE	PASSENGER ELEV	NASHVILLE MACHINE	3500 LBS	400	#21595	1		
MT.VIEW ELEM	3820 MURFREESBORO RD	PASSENGER	THYSSENKRUPP	2500 LBS	100	#31220	1		
MURRELL ELEM	1450 14TH AVE SOUTH	PASSENGER	NASHVILLE MACHINE	2500 LBS	95	#36632	1		
NAPIER ELEM	60 FAIRFEILD AVE	PASSENGER	THYSSENKRUPP	2100 LBS	95	#31736	1		
NEELYS BEND ELEM	1300 NEELYS BEND RD	VERTICAL LIFT	NASHVILLE MACHINE	750 LBS	12	#35865		1	
NEELYS BEND MIDDLE	1251NEELYSBEND RD	PASSENGER ELEV	THYSSENKRUPP	2500 LBS	100	#33835	1		
NEELYS BEND MIDDLE	1251NEELYSBEND RD	VERTICAL LIFT	NASHVILLE MACHINE	750 LBS	12	#34297		1	
NEELYS BEND MIDDLE	1251 NEELYSBEND RD	VERTICAL LIFT	NASHVILLE MACHINE	750 LBS	12	#34298		1	
NORMAN BINKLEY	4700 WEST LONGDALE	WHEEL CHAIR LIFT	WHEEL-O-VATOR	750 LBS	9FPM	#32771			1
OLD CENTER ELEM	1245 DICKERSON RD	VERTICAL LIFT	ACCESS IND	750 LBS	12	#34347		1	
OLD CENTER ELEM	1245 DICKERSON RD	PASSENGER	THYSSENKRUPP	2100 LBS	100	#34348	1		
OLD COCKRILL	610 49th AVE. North	WHEEL CHAIR LIFT	GARVENTA	750 LBS	10	UNKNOWN		1	
OLIVER MIDDLE	612 NOLENSVILLE RD	PASSENGER	THYSSENKRUPP	2500 LBS	130	#33694	1		
OVERTON HIGH	4820 FRANKLIN RD	VERTICAL LIFT	THYSSENKRUPP	450 LBS	18	#36852		1	
OVERTON HIGH	4820 FRANKLIN RD	PASSENGER	THYSSENKRUPP	2100 LBS	75	#24170	1		
OVERTON HIGH	4820 FRANKLIN RD	PASSENGER	THYSSENKRUPP	2100LBS	100	#29529	1		
PARK AVE. ELEM	3703 PARK AVE	PASSENGER	THYSSENKRUPP	2100 LBS	100	#31470	1		
PEARL COHN HIGH	904 26TH AVE NORTH	PASSENGER	THYSSENKRUPP	2500 LBS	100	#26334	1		
PEARL COHN HIGH	904 26TH AVE NORTH	PASSENGER	THYSSENKRUPP	2100 LBS	100	#26690	1		
PENNINGTON ELEM	2817 DONNA HILL DR	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#32832		1	
ROBERTSON ACADEMY	835 ROBERTSON ACADEMY AVE	INCLINE LIFT	CONCORDE	500 LBS	15	#33692			1
ROBERTSON ACADEMY	835 ROBERTSON ACADEMY AVE	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#33523		1	
ROSE PARK ELEM	1025 9TH AVE	PASSENGER	THYSSENKRUPP	2100 LBS	100	#36410	1		
ROSE PARK ELEM	1025 9TH AVE	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#36401		1	
ROSEBANK ELEM	1012 PRESTON DR	PASSENGER	THYSSENKRUPP	2100 LBS	95	#32098	1		
SHAYNE ELEM	6217 NOLENSVILLE RD	PASSENGER	THYSSENKRUPP	2100 LBS	100	#33690	1		
SHWAB ELEM	1500 DICKERSON RD	PASSENGER	THYSSENKRUPP	2100 LBS	100	#27536	1		
STRATFORD HIGH	1800 STRATFORD AVE	PASSENGER	THYSSENKRUPP	2500 LBS	135	#27537	1		
STRATFORD HIGH	1800 STRATFORD AVE	VERTICAL LIFT	GARVENTA	750 LBS	10	#35784		1	
STRATFORD HIGH	1800 STRATFORD AVE	VERTICAL LIFT	GARVENTA	750 LBS	10	#35783		1	
STRATFORD HIGH	1800 STRATFORD AVE	INCLINE LIFT	GARVENTA	495 LBS	13	#35788			1
STRATFORD HIGH	1800 STRATFORD AVE	VERTICAL LIFT	GARVENTA	750 LBS	10	#35782		1	
SYLVAN PARK ELEM	4801 UTAH AVE	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#33765		1	
THOMAS EDISON ELEM	6130 MT. VIEW RD	PASSENGER	THYSSENKRUPP	2100 LBS	95	#33989	1		
TWO RIVERS MIDDLE	2991 MCGAVOCK PK	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#32828		1	
TWO RIVERS MIDDLE	2991 MCGAVOCK PK	LULA LIFT	WHEEL-O-VATOR	1400 LBS	30	#32831		1	
TWO RIVERS MIDDLE	2991 MCGAVOCK PK	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#32830		1	
TWO RIVERS MIDDLE	2991 MCGAVOCK PK	VERTICAL LIFT	WHEEL-O-VATOR	750 LBS	9	#32829		1	
UNA ELEM	2018 MURFREESBOR RD	PASSENGER	THYSSENKRUPP	2100 LBS	150	#26772	1		
WARNER ELEM	626 RUSSELL STREET	PASSENGER	THYSSENKRUPP	2500 LBS	100	#33994	1		
WAVERLY BELMONT	2301 11TH AVE NORTH	PASSENGER	THYSSENKRUPP	5000 LBS	125	#29566	1		
WEST END MIDDLE	3529 WEST END AVE	PASSENGER	THYSSENKRUPP	2500 LBS	125	#33700	1		
WEST END MIDDLE	3529 WEST END AVE	PASSENGER	THYSSENKRUPP	2500 LBS	125	#33701	1		
WEST END MIDDLE	3529 WEST END AVE	VERTICAL LIFT	CONCORDE	500 LBS	15	#33699		1	
WESTMEAD ELEM	6641 CLEARBROOK DR	WHEELCHAIR LIFT	WHEEL-O-VATOR	750 LBS	9	#33183			1
WHITES CREEK HIGH	7277 OLD HICKORY BLVD	PASSENGER	CAPITOL CITY	2500 LBS	125	#24162	1		
WRIGHT MIDDLE	180 MCCALL STREET	PASSENGER	THYSSENKRUPP	2500 LBS	109	#31928	1		
SUBTOTAL							91	0	0
							54	15	\$ -

Building Name	Address	Type	Brand	Capacity	Speed	Permit Number	Passenger Elevator Quantity	Freight Elevator Quantity	Escalator Quantity	Chair Lift Quantity	Platform Lift Quantity	Monthly Maint. Cost \$
MUNICIPAL AUDITORIUM	417 4TH AVENUE NORTH	FREIGHT	OTIS	6000	45	419673		1				
MUNICIPAL AUDITORIUM	417 4TH AVENUE NORTH	PASSENGER	OTIS	2500	100	391115	1					
SUBTOTAL							1	1	0	0	0	\$ -

FARMER'S MARKET

Building Name	Address	Type	Brand	Capacity	Speed	Permit Number	Passenger Elevator Quantity	Freight Elevator Quantity	Escalator Quantity	Chair Lift Quantity	Platform Lift Quantity	Monthly Maint. Cost \$
FARMER'S MARKET MAIN BUILDING	900 8TH AVENUE NORTH	PASSENGER	THYSSENKRUPP	2100	100	UNKNOWN	1					
FARMER'S MARKET MAIN BUILDING	900 8TH AVENUE NORTH	PASSENGER	THYSSENKRUPP	4500	100	UNKNOWN	1					
SUBTOTAL							2	0	0	0	0	\$ -

GENERAL SERVICES

Building Name	Address	Type	Brand	Capacity	Speed	Permit Number	Passenger Elevator Quantity	Freight Elevator Quantity	Escalator Quantity	Chair Lift Quantity	Platform Lift Quantity	Monthly Maint. Cost \$
222 BUILDING	222 3RD AVENUE NORTH	PASSENGER	THYSSENKRUPP	4000	350	25305	1					
222 BUILDING	222 3RD AVENUE NORTH	PASSENGER	THYSSENKRUPP	4000	350	25306	1					
BEN WEST LIBRARY	225 POLK AVENUE	PASSENGER	OTIS	2000	100	18040	1					
BEN WEST LIBRARY	225 POLK AVENUE	PASSENGER	OTIS	2000	100	18041	1					
BEN WEST MUNICIPAL BUILDING	100 JAMES ROBERTSON PKY	PASSENGER	US	2500	100	25169	1					
BEN WEST MUNICIPAL BUILDING	100 JAMES ROBERTSON PKY	VERTICAL	PORCH LIFT	750	12	34444				1		
CRIMINAL JUSTICE CENTER	200 JAMES ROBERTSON PKY	PASSENGER	US	2600	150	25010	1					
CRIMINAL JUSTICE CENTER	200 JAMES ROBERTSON PKY	PASSENGER	US	2600	150	25011	1					
CRIMINAL JUSTICE CENTER	200 JAMES ROBERTSON PKY	PASSENGER	US	4500	350	25017	1					
CRIMINAL JUSTICE CENTER	200 JAMES ROBERTSON PKY	PASSENGER	US	4500	2501	25018	1					
CRIMINAL JUSTICE CENTER	200 JAMES ROBERTSON PKY	PASSENGER	US	2500	350	25019	1					
CRIMINAL JUSTICE CENTER	200 JAMES ROBERTSON PKY	PASSENGER	US	2500	0	25020	1					
CRIMINAL JUSTICE CENTER	200 JAMES ROBERTSON PKY	PASSENGER	THYSSENKRUPP	1500	110	34828	1					
CRIMINAL JUSTICE CENTER	200 JAMES ROBERTSON PKY	PASSENGER	THYSSENKRUPP	2500	125	34829	1					
CRIMINAL JUSTICE CENTER ANNEX E-911	438 2ND AVENUE NORTH	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN						
	2060 15TH AVENUE SOUTH	PASSENGER	GUNDERLIN LTD	4000	75	25016	1					
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	PASSENGER	THYSSENKRUPP	3500	350	35150	1					
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	PASSENGER	THYSSENKRUPP	3500	350	35151	1					
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	PASSENGER	HOLISTER WHITNEY	2500	450	UNKNOWN	1					
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	PASSENGER	HOLISTER WHITNEY	2500	450	UNKNOWN	1					
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	PASSENGER	HOLISTER WHITNEY	2500	450	UNKNOWN	1					
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	PASSENGER	HOLISTER WHITNEY	2500	450	UNKNOWN	1					
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	PASSENGER	HOLISTER WHITNEY	2500	450	UNKNOWN	1					
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	WHEEL CHAIR LIFT	THYSSENKRUPP	750	9	35543					1	
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	WHEEL CHAIR LIFT	SCHINDLER	260	18	36732					1	
HISTORIC COURTHOUSE GARAGE	1 PUBLIC SQUARE	PASSENGER	THYSSENKRUPP	3500	150	416884	1					
HISTORIC COURTHOUSE GARAGE	1 PUBLIC SQUARE	PASSENGER	THYSSENKRUPP	3500	150	421262	1					
HISTORIC COURTHOUSE GARAGE	1 PUBLIC SQUARE	PASSENGER	THYSSENKRUPP	3000	175	421807	1					
HISTORIC COURTHOUSE GARAGE	1 PUBLIC SQUARE	PASSENGER	THYSSENKRUPP	3000	175	421806	1					
HISTORIC COURTHOUSE GARAGE	1 PUBLIC SQUARE	PASSENGER	THYSSENKRUPP	3000	200	421263	1					
HOWARD OFFICE BUILDING	700 2ND AVENUE SOUTH	PASSENGER	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN	1					
HOWARD OFFICE BUILDING	700 2ND AVENUE SOUTH	PASSENGER	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN	1					
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	5000	350	34439	1					
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	5000	350	34440	1					

Metro Price Response Sheet												
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	34441	1							
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	3500	350	34444	1					
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	3500	350	34445	1					
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	3500	350	34446	1					
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	3500	350	34447	1					
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	3500	350	34448	1					
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	3500	350	34449	1					
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	3500	350	34450	1					
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	VERTICAL	NAT WHEEL O VAT	750	9	34842				1		
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	VERTICAL	NAT WHEEL O VAT	750	9	34843				1		
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	VERTICAL	NAT WHEEL O VAT	750	9	34844				1		
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	VERTICAL	NAT WHEEL O VAT	750	9	34845				1		
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	VERTICAL	NAT WHEEL O VAT	750	9	34846				1		
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	VERTICAL	NAT WHEEL O VAT	750	9	34847				1		
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	VERTICAL	NAT WHEEL O VAT	750	9	34848				1		
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	VERTICAL	NAT WHEEL O VAT	750	9	34849				1		
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	VERTICAL	NAT WHEEL O VAT	750	9	34850				1		
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	VERTICAL	NAT WHEEL O VAT	750	9	34851				1		
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	VERTICAL	NAT WHEEL O VAT	750	9	34852				1		
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	VERTICAL	NAT WHEEL O VAT	750	9	34853				1		
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	VERTICAL	NAT WHEEL O VAT	750	9	34854				1		
JUVENILE JUSTICE CENTER	100 WOODLAND STREET	PASSENGER	THYSSENKRUPP	2500	150	28775	1					
JUVENILE JUSTICE CENTER	100 WOODLAND STREET	PASSENGER	THYSSENKRUPP	3500	100	28776	1					
JUVENILE JUSTICE CENTER	100 WOODLAND STREET	PASSENGER	THYSSENKRUPP	4500	125	28777	1					
LINDSLEY HALL	730 2ND AVENUE SOUTH	PASSENGER	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN	1					
METRO OFFICE BUILDING	800 2ND AVENUE SOUTH	PASSENGER	SCHINDLER	3500	150	34599	1					
METRO SOUTH EAST	1417 MURFREESBORO RD	PASSENGER	THYSSENKRUPP	4500	110	34799	1					
METRO SOUTH EAST	1417 MURFREESBORO RD	FREIGHT	THYSSENKRUPP	6000	50	10519		1				
SHELBY STREET BRIDGE	2ND AVENUE SOUTH	PASSENGER	THYSSENKRUPP	3500	200	32242	1					
TRIAL LAWYERS BUILDING		PASSENGER	NASHVILLE MACHINE	2000	125	20114	1					
SUBTOTAL							47	1	0	14	2	\$ -

HEALTH

Building Name	Address	Type	Brand	Capacity	Speed	Permit Number	Passenger Elevator Quantity	Freight Elevator Quantity	Escalator Quantity	Chair Lift Quantity	Platform Lift Quantity	Monthly Maint. Cost \$
EAST	1015 TRINITY LN	PASSENGER	DOVER	135	2000	27047	1					
LENTZ	311 23RD AVE N	PASSENGER	DOVER	200	3500	24190	1					
LENTZ	311 23RD AVE N	PASSENGER	DOVER	200	3500	24191	1					
LENTZ	311 23RD AVE N	PASSENGER	OTIS	75	2000	15562	1					
WOODBINE	224 ORIEL AVE	DUMBWAITER	SEDGWICK	50	1000	27655		1				
SUBTOTAL							4	1	0	0	0	\$ -

LIBRARY

Building Name	Address	Type	Brand	Capacity	Speed	Permit Number	Passenger Elevator Quantity	Freight Elevator Quantity	Escalator Quantity	Chair Lift Quantity	Platform Lift Quantity	Monthly Maint. Cost \$
CARNEGIE EAST	117 CHARLES E DAVIS BLVD	PASSENGER	DOVER	2100	125	410895	1					
CARNEGIE NORTH	206 GALLATIN RD	PASSENGER	SCHLINDLER	1500	100	415340	1					
DONELSON	1010 JONES ST	PASSENGER	THYSSENKRUPP	2000	100	419546	1					
MAIN LIBRARY	1001 MONROE ST	PASSENGER	THYSSENKRUPP	2000	100	416401	1					
MAIN LIBRARY	2315 GALLATIN RD	PASSENGER	THYSSENKRUPP	2000	100	416307	1					
MAIN LIBRARY	615 CHURCH ST	PASSENGER/FR	THYSSENKRUPP	4500	350	32095		1				
MAIN LIBRARY	615 CHURCH ST	PASSENGER/FR	THYSSENKRUPP	4500	150	418009		1				

MAIN LIBRARY	615 CHURCH ST	PASSENGER	THYSSENKRUPP	3500	200	418008	1					
MAIN LIBRARY GARAGE	615 CHURCH ST	ESCALATOR	THYSSENKRUPP	3500	150	419389			1			
MAIN LIBRARY GARAGE	615 CHURCH ST	ESCALATOR	THYSSENKRUPP	2500	150	425753			1			
MAIN LIBRARY GARAGE	615 CHURCH ST	ESCALATOR	THYSSENKRUPP	2500	150	425755			1			
MAIN LIBRARY GARAGE	615 CHURCH ST	ESCALATOR	WESTINGHOUSE	3400	90	426271			1			
MAIN LIBRARY GARAGE	615 CHURCH ST	ESCALATOR	WESTINGHOUSE	3400	90	426272			1			
MAIN LIBRARY GARAGE	615 CHURCH ST	ESCALATOR	WESTINGHOUSE	3400	90	426270			1			
MAIN LIBRARY GARAGE	615 CHURCH ST	ESCALATOR	WESTINGHOUSE	3400	90	425754			1			
OLD HICKORY	615 CHURCH ST	PASSENGER	THYSSENKRUPP	3500	200	418007	1					
PRUITT	615 CHURCH ST	PASSENGER	THYSSENKRUPP	3500	200	418006	1					
THOMPSON LANE	615 CHURCH ST	PASSENGER	THYSSENKRUPP	3500	200	418005	1			1		
SUBTOTAL						9	2	7	1	0	\$	

							Passenger Elevator	Freight Elevator	Escalator	Chair Lift	Platform Lift	Monthly
Building Name	Address	Type	Brand	Capacity	Speed	Permit Number	Elevator Quantity	Elevator Quantity	Escalator Quantity	Lift Quantity	Lift Quantity	Maint. Cost \$
COLEMAN COMMUNITY CENTER	384 THOMPSON LANE	PASSENGER	THYSSENKRUPP	2500	125	UNKNOWN	1					
EAST PARK COMMUNITY CENTER	700 WOODLAND STREET	PASSENGER	THYSSENKRUPP	2500	130	UNKNOWN	1					
HADLEY PARK COMMUNITY CENTER	JOHN MERRITT BLVD	PASSENGER	THYSSENKRUPP	2000	106	UNKNOWN	1					
HARTMAN PARK COMMUNITY CENTER	2801 TUCKER ROAD	PASSENGER	THYSSENKRUPP	2100	95	UNKNOWN	1					
MCFERRIN PARK COMMUNITY CENTER	310 GRACE STREET	PASSENGER	THYSSENKRUPP	2500	100	UNKNOWN	1					
PARTHENON	CENTENNIAL PARK	PASSENGER	THYSSENKRUPP	2100	100	UNKNOWN	1					
CENTER	1624 REBECCA STREET	PASSENGER	THYSSENKRUPP	2100	95	UNKNOWN	1					
SUBTOTAL							7	0	0	0	0	\$

							Passenger	Freight				
Building Name	Address	Type	Brand	Capacity	Speed	Permit Number	Elevator Quantity	Elevator Quantity	Escalator Quantity	Chair Lift Quantity	Platform Lift Quantity	Monthly Maint. Cost \$
8TH AVENUE RESERVOIR	1401 8TH AVENUE NORTH	PASS/FREIGHT	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN	1					
BIO-SOLID BUILDING	1810 CEMENT PLANT ROAD	PASSENGER	THYSSENKRUPP	2100	100	405614	1					
BIO-SOLID BUILDING	1810 CEMENT PLANT ROAD	PLATFORM LIFT	GILLESPIE	500	UNKNOWN	UNKNOWN					1	
ADMINISTRATION BUILDING (LEFT)	1600 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	2500	150	405614	1					
ADMINISTRATION BUILDING (RIGHT)	1600 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	2100	150	405768	1					
CUSTOMER SERVICE CENTER	1700 3RD AVENUE NORTH	PASSENGER	OTIS	2500	75	UNKNOWN	1					
CWWTP - CSO PUMP STATION	1600 2ND AVENUE NORTH	PASSENGER	OTIS	2500	350	405590	1					
CWWTP - CSO PUMP STATION	1600 2ND AVENUE NORTH	PASSENGER	OTIS	2500	350	411277	1					
CWWTP - PROCESS CENTER	1600 2ND AVENUE NORTH	PASSENGER	BRICE SOUTHERN	2500	125	UNKNOWN	1					
CWWTP - PUMP PIT	1600 2ND AVENUE NORTH	FREIGHT	SALEM	1200	100	405523		1				
OMOHUNDRO WATER PLANT	1400 PUMPING STATION RD	PASSENGER	OTIS	1200	50	UNKNOWN	1					
OMOHUNDRO WATER PLANT	1400 PUMPING STATION RD	PLATFORM LIFT	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN					1	
SUBTOTAL							9	1	0	0	2	\$ -
TOTAL (All Agencies)												\$ -

Below is a list of certified and approved Minority and Women Owned Business Enterprises (MWBEs) that are registered with Metro under classification **7210 - Building Construction and Support and Maintenance and Repair Services**. If you are aware of other MWBEs certified by the TN Minority Supplier Development Council, Governor's Office of Diversity Business Enterprise, through the Small Business Administration 8a program, or having a Federal Disadvantaged Business Enterprise (DBE) Certification granted under the regulations governing the USDOT who are not on this list, **you may still pursue partnership with them, however, their status as an MWBE must be approved prior to the opening of your response to Metro. If you have any questions regarding the certifying entities recognized by Metro, please contact the BAO at 615-880-2814.**

Please note that Metro provides this list as a service to offerors who desire assistance in locating potential MWBE subcontractors and suppliers, however, proposers are responsible for making contact with any vendors that are being considered for subcontract opportunities to ascertain said vendor's **experience, capabilities, or capacity to perform.**

7210											
ID	Supplier Name	Contact First Name	Contact Last Name	Address Line 1	Address Line 2	City	State	Zip	Phone #	Fax #	Contact E-mail
21089	3H Management Consultant Group, LLC	Robert	Horton	1137 Brentwood Pt. II		Brentwood	Tennessee	37027	615-582-6679	615-373-8423	contactus@3hmanagement.com
21383	Ace Contractors Inc	chandan	chaudhuri	7104 calderwood dr		Antioch	Tennessee	37013	615-568-0060	615-694-5060	chandanc@gmail.com
17298	AMPRITE ELECTRIC CO INC	Derry	Ford	929 5TH AVE S	929 Fifth Ave South	NASHVILLE	Tennessee	37203	615-255-5593	615-242-0708	dford@Amprite.com
28791	Anything Metal Distribution & Fabrication, LLC	Katherine	Laughlin	3975 Cloverport Rd		Toone	Tennessee	38381	731 658-4550	731 658-2848	anythingmetal@huges.net
23321	Ashworth Environmental Design LLC	Carol	Ashworth	919 Caruthers Ave		Nashville	Tennessee	37204	615-385-0112	615-385-0112	carol@ashworthenvironmental.com
17372	AUTOMATIC ELEVATOR INC	Jean	Burch	PO BOX 17496		NASHVILLE	Tennessee	37217	(615)361-7570		jeanb@comcast.net
22279	BAC Paving Co., Inc.	Claire	Barnett	PO Box 7		Hermitage	Tennessee	37076	615-885-3555	615-773-1920	bacpavinginc@comcast.net
21377	BMCS	Tom	Barnes	14665-C Lebanon Pike		Old Hickory	Tennessee	37138	615-758-8884	615-758-8660	BMCStoday@tds.net
20957	Boulton Enterprises, Inc.	Jimmy	Boulton	447 Humphreys St.		Nashville	Tennessee	37203-4842	615-255-2581	615-255-2599	boultonenterprise@comcast.net
29695	Brave Industrial Solutions LLC	Noelle	Lowery	5151 Old Hixson Pike		Hixson	Tennessee	37343	423-305-1266	423-305-1276	noelle@bravesolutions.com
32970	Cassetty Construction Inc.	Carl	Cassetty	901 W.Main Street		Hendersonville	Tennessee	37075	615-207-8705	615-824-9089	cpcassetty@cassettytn.com
27508	CD Steger Construction, Inc.	Cliff	Steger	9000 Church Street,	Bldg B, Suite 207	Brentwood	Tennessee	37027	615-370-7024	615-370-7025	cdscinc@bellsouth.net
30033	Cirrus Technologies & Data Solutions	Quinton	Bynum	105 Shoemaker Drive Ste 23		Antioch	Tennessee	37013	615-456-7353	615-367-5050	Quinton.Bynum@ctds-inc.com
28828	CKF Excavating, LLC	Kimberly	Eades	2330 Butcher Ridge Rd		Cumberland Furnace	Tennessee	37051	615-763-6389	615-763-2811	Kimberlyreades@aol.com
29377	CMG Painting, Inc.	marcus	Hayes	1506 Church St., Ste 1		Nashville	Tennessee	37203	615-341-6234	615-341-6233	cmgpainting@yahoo.com
20976	Collier Roofing Co., Inc	Yvonne	Collier	1523 Jones Avenue		Nashville	Tennessee	37207	(615) 226-2844	(615) 226-2878	collierroofing@aol.com
20935	Columbia Construction Co., Inc.	Kimberly	Willis	PO Box 398		Columbia	Tennessee	38402-0398	931-388-0586	931-388-0831	kwillisccc@cpws.net
30669	Complete Builders, LLC	Perry	Leonard	3521 Lanawood Drive		Nashville	Tennessee	37217	615-974-1812	615-399-3061	perryleonard@comcast.net
23506	Contract Carpets Sales Company	Belinda	Yoder	314 Polk Ave		Nashville	Tennessee	37210	(615)291-5252	(615)291-5259	byoder@contractcarpetsales.com
28958	Cookeville Glass & Mirror, Inc	Donna	Lawson	700 E. 15th Street		Cookeville	Tennessee	38501	931-526-4373	931-528-4020	cgm@frontiernet.net

26910	Custom Earthworks	Jan	Bular-Berry	4341 Central Pike		Hermitage	Tennessee	37076	615-883-6785	615-883-6785	jancbw@comcast.net
26285	Dalmatian Creative Agency, Inc	Karen	Anderson	One Vantage Way, Ste B-115		Nashville	Tennessee	37228	(615)361-5884	(615)361-8142	sales@dcagency.com
33815	DB Contracting	David	Berrios	10462 Spanntown Road		Arrington	Tennessee	37014	615-525-5251	615-849-8557	davidberrios@bellsouth.net
28987	DMC, Inc.	Donna	Wells	287 Deerfield Lane		Pulaski	Tennessee	38478	931-363-3336	931-424-8818	wellsdmc@aol.com
26669	Don Hardin Group	Tracy	Hardin	315 10th Avenue N	Suite 128	Nashville	Tennessee	37203	615-244-4634	615-250-8754	thardin@donhardingroup.com
27069	East Tennessee Mechanical Contractors, Inc.	Mark	Deathridge	109 Bertrand Street		Knoxville	Tennessee	37917	(865) 522-6108		markdea@aol.com
31128	Edwards Mechanical Contractor, LLC	Scott	Edwards	3625 Prestwicke Place		Adams	Tennessee	37010	931-802-4402	931-933-7683	edwards.mech@gmail.com
20886	ejo ventures	edward	odom	po box 1551		goodlettsville	Tennessee	37070	615-347-2173		ejodom@comcast.net
28237	Elite Roofing Company of Nashville, Inc.	D'Arcy	Porter	1048 A Jefferson		Nashville	Tennessee	37208	615-259-0774	615-255-8646	dop.eliteroofing@comcast.net
27263	Emerald Resource	Michelle	Perry	3880 Priest Lake Dr	Suite 87	Nashville	Tennessee	37217	(615)365-7788	(615)246-2725	mperry@emeraldresource.com
20610	EML, LLC	Sam	Isbell	318 Seaboard Lane	Suite 106	Franklin	Tennessee	37067	615-771-2560	615-771-2551	sisbell@eml1.com
32265	England Striping, Inc.	Judith	England	4815 Hwy 70 N	P. O. Box 891	Crossville	Tennessee	38557	931-484-6188	931-456-9462	jengland@englandstriping.com
34088	Environmental Management Resources, Inc.	Pam	Maley	3200 Haskell Avenue	Suite 140	Lawrence	Kansas	66046	785-842-9013	785-842-3863	pmaley@emr-inc.com
30227	Genesis Real Estate Group, LLC	Carnell	Scruggs	718 Thompson Lane Suite 108-185	P.O.Box 111314	Nashville	Tennessee	37204	615-673-4953	515-474-7142	cscruggs@ccim.net
21932	Gizmosearch Inc	Akin	Akinbosoye	105 Wolverine Trl		La Vergne	Tennessee	37086	(615)732-2615		akina@gizmosearch.net
28648	gridiron construction company	Mike	Jones	po box 2028		lebanon	Tennessee	37088	615-969-0778	615-229-0406	mjones@gridironconstruction.com
27314	H and H Supply	EDWARD	SASH	85 Athens Dr.		Mt. Juliet	Tennessee	37122	615-642-3075	615-754-7981	esash@handhsupply.net
22778	HAWKINS PARTNERS, INC	Kelly	Copeland	105 Broadway	Suite 105	Nashville	Tennessee	37201	(615)255-5218	(615)254-1424	k.hawkins@hawkinspartners.com
22106	HOLLAND'S LAWN & LANDSCAPING, INC.	NORMA	HOLLAND	4032 STEWARTS LANE		NASHVILLE	Tennessee	37218	(615)313-0010	(615)313-0014	HOLLANDSLAWN@BELLSOUTH.NET
21275	Hudson Construction Group, Inc.	Shelia	Hudson	805 A West Mc Kennie Ave.	PO Box 70127	Nashville	Tennessee	37207	(615) 228-0977	(615) 228-0994	hudsonconstgroup@aol.com
29476	I. C. F. Builders	Roger	Ligon	784 McGavock Pike		Nashville	Tennessee	37134	(615) 883-7335	(615) 889-3264	rligonsr@icfbuilderinc.com
23610	Interiors By Deborah	Deborah	Martindale	5170 Hickory Hollow Pkwy #115		Antioch	Tennessee	37013	(407)401-0294		DeborahDesigns@Hotmail.com
28947	ISB Electric and General Contractors	Gregg	Stringer	702 Valley Green Dr.		Smyrna	Tennessee	37167	615-220-5882	615-220-5883	greggstringer@isbuilders.biz
27815	J.D. Jackson Contracting Co.	Jamar D.	Jackson	2103 23rd Avenue North		Nashville	Tennessee	37208	615-742-6455		jdjacksoncontractingco@gmail.com
33232	Jake Marshall Service, Inc.	Donald	Pahle	2254 Winford Avenue		Nashville	Tennessee	37211	615-255-1215	615-255-1219	dpahle@jmservice.com
29078	Jan-Tech Cleaning Service	Gary	Smothers	po box 60614	po box 60614	nashville	Tennessee	37206	(615)228-8996	(615)228-8992	glsmothers@jan-techcleaningservice.com
24469	Jerry B. Young Construction, Inc.	Jerry	Young	2150 Philadelphia Road		Lebanon	Tennessee	37087	615-443-0493	615-443-4473	jbyoung7@hughes.net
25245	K2 Environmental, LLC	Kristin	Knoll	1625 5th Avenue North		Nashville	Tennessee	37208	615-248-6926	615-248-6925	kristin.knoll@ksquaredenv.com

30322	K-barr Group, LLC	Barrington	Kong	1542 Cardinal Lane		Mount Juliet	Tennessee	37122	615-288-4009	888-320-2242	kbarrgroupllc@yahoo.com
23747	KATHY FREEMAN TRUCKING, INC.	KATHY	FREEMAN	P.O. BOX 2122		LEBANON	Tennessee	37088	615-449-1777		FREEMANTRUCKING@AOL.COM
21394	L & G Construction Co., Inc.	Shirley	Arnold	2614 Hart	P O Box 70189	Nashville	Tennessee	37207	615-227-1775	615-227-2560	SLGC@comcast.net
22517	Logik, Inc.	Linda	Swindle	P.O. Box 454		Pegram	Tennessee	37143	615-952-5295	615-952-9298	lswindle@logik-inc.com
24360	McLemore Water Meter & Backflow, Inc.	Ann	COLLINS	6850 FOX GAP CV	229 YELTON CT. SUITE C	MEMPHIS	Tennessee	38141	901 433-0920	901 433-0603	sales@mclemoreservice.com
31214	MHR International Inc	Gerri	Porter	44 Broad St NW	Ste 610	Atlanta	Georgia	30303	(404)880-9602	(404)880-9622	gporter@mhrinternational.com
22248	morgan&morgan,inc	George	Morgan	1812 Pearl St.		Nashville	Tennessee	37203	(615)329-1797		mrgn1812@aol.com
26365	Myers Plumbing	Susan	Bell	2711 Foster Ave		Nashville	Tennessee	37210	615-356-8811	615-356-8104	sue@myersplumbing.com
30926	Nasco Construction Services Inc.	Joan	Dretler	200 Business Park Drive	Suite 205	Armonk	New York	10504	914-765-0984	914-765-0538	kcresci@nasco-ny.com
28965	Paris Construction Company, LLC	Darian	Paris	6204 Gibbs Lane		Ooltewah	Tennessee	37363	423-394-7939	423-344-5997	darianparis@bellsouth.net
22361	Pavement Restorations Inc	Jon	Hargett	10162 Stinson St.		Milan	Tennessee	38358	731-707-0731	731-613-2019	pavementrestorations@charter.net
27218	Pitt General Contractors	Jerome	Pittman	P.O.BOX 280825		Nashville	Tennessee	37228	(615)826-3888	(615)264-5737	jpittone@aol.com
25681	PMG Consulting	Yasanta	Wells	544 West Main Street	Suite 149	Gallatin	Tennessee	37066	615-206-7467	866-648-6079	ywells@consultpmg.com
27149	ProjX, LLC	Kimberly	Fredrickson	1801 West End Ave.	Ste. 520	Nashville	Tennessee	37203	(615) 277-1178	(615) 277-1179	kfredrickson@projxllc.com
23876	r.g.renovation construction inc.	ronald	gilmore	1001 flannery ct.		nolensville	Tennessee	37135	615-793-4699	615-793-4694	gilmorerg@tds.net
28768	R L Gant Construction	Gregory	Gant	2005 10th av. North		Nashville	Tennessee	37208	615-517-9951		ggantconst@aol.com
28113	Ram Tool & Supply	Len	Maruk	840 Fesslers Parkway		Nashville	Tennessee	37210	615-256-9890	615-256-9948	lmaruk@ram-tool.com
28625	Relevant Resources Group, LLC	Gerry	George	P.O. Box 280278		Nashville	Tennessee	37228	615-372-9644	615-915-2679	info@relevantresourcesgroup.com
28298	Remnant Construction Management Group Inc.	Stephanie	Beard	5380 Hickory Hollow Pkwy		Antioch	Tennessee	37013	(615) 277-4040	(615) 277-4042	sbeard@theremnantgroup.com
31731	Retaining Walls of Tennessee, Inc.	Sheila	Futch	P.O. Box 2476		Hendersonville	Tennessee	37077	615-451-0095	615-451-5595	sheila@rwtn.net
27035	REYNOLDS & REYNOLDS JANITORIAL SERVICES, INC.	DEMARCO	REYNOLDS	1865 AIR LANE DRIVE	SUITE 2	NASHVILLE	Tennessee	37210	(615)371-2427	(615)232-7005	reynoldsinc5@aol.com
22943	Rohadfox Construction Control Services Corporation	Rebekah Joy	Rohadfox	8205 Dunwoody Place	Building 19	Atlanta	Georgia	30350	770-645-5880	770-645-5882	rccsc@rccsc.net
31367	Roof Resources, Inc.	Deirdre	Dolgin	17312 Seven Green Ln		Louisville	Kentucky	40245	502-426-8476	502-415-7144	ddolgin@roofresources.com
23197	RS Construction and Fabrication Inc.	Sondra	Sarten	201 East Broadway		Lenoir City	Tennessee	37771	865-988-6795	865-988-6775	bsarten@charter.net
32607	SEASONS CHANGE LANDSCAPING, LLC.	AMEE	HOOPER	P O BOX 1429		GOODLETT SVILLE	Tennessee	37070	(615)859-4017		AMEE@SEASONSCHANGELAWN CO.COM
22034	Sonny's Contract Hauling	Jody	Grimmett	4612 Midland Road		Christiana	Tennessee	37037	615-849-8949	615-849-8949	jody.touchton-grimmett.apd8@statefarm.com
21452	SRS, Inc.	Dewayne	Scott	537 North Blythe Street	P. O. Box 626	Gallatin	Tennessee	37066	615-230-2966	615-206-0201	jshaw@srsincorp.com
28022	Sterling Communications	Terri	Sterling	1427 Margaret Close		Murfreesboro	Tennessee	37130	(615)848-6852	(615)848-6853	terri@terristerling.com
22932	Stones River Electric, Inc.	Eddie	Barnes	1244 Gallatin Rd.South		Madison	Tennessee	37115-4613	(615)885-0019	(615)883-0988	ebarnes@stonesriverelectric.com

20898	Sunago Builders, Inc.	Michael	Tucker	1819 Charlotte Ave		Nashville	Tennessee	37203	615-321-5807	615-321-9524	sunago@bellsouth.net
22342	Sunrise Contracting, Inc.	Constance	Wesnofske	1610 Heil Quaker Blvd.		LaVergne	Tennessee	37086	(615)641-5060	(615)641-5080	connie@sunrisecontracting.net
22429	Superior Building Maintenance, Inc./dba Superior Security	Carlos	Franklin	1296 Marlin		Memphis	Tennessee	38116	(901) 461-6325		sbm14@bellsouth.net
24488	Superior Traffic Control-Memphis, Inc	Rebecca	Wood	9303 Cordova Park Rd		Cordova	Tennessee	38018	901-737-9958	901-737-9984	rebecca.wood@superiortrafficcontrol.com
25161	The CFP Group, LLC	Sara	Snodgrass	1801 West End Avenue	Suite 700	Nashville	Tennessee	37203	615-846-0222	615-846-0226	ssnodgrass@cfp-group.com
33465	TN Coatings LLC	Diane	Holt	2895 HWY 109 N		Lebanon	Tennessee	37090	(615)207-5670	(615)443-7876	dianeholt@tncoatings.com
20959	Tritschler's Landscape Contractor LLC	Jesse	Tritschler	P. O. Box 90732		Nashville	Tennessee	37209	615 352-1965		tritschlers@comcast.net
21066	Trojan Labor	Jolene	Dressel	1160 Gallatin Road South #204		Madison	Tennessee	37115	615-504-2061	615-250-9762	joleledressel@aol.com
29247	True Construction	Show	Wong	2317 Dundee Lane		Nashville	Tennessee	37214	615-397-6310	615-844-3813	trueconstruction@yahoo.com
25064	United Contracting	DAPHNE	HAYES	P.O. BOX 578		ANTIOCH	Tennessee	37011	615-497-0988	615-360-1072	unitedcon@bellsouth.net
24805	Universal Electronics Inc.	Steven	Turner	1940 Air Lane Drive		Nashville	Tennessee	37210	615-391-0523	615-391-0591	sturner@universalelect.com
31500	UpBuild Design LLC	Nadine	Levy	114 New Street, Suite D1		Decatur	Georgia	30030	(404)371-1454	(404)687-9546	nadine.levy@upbulddesign.com
26369	Urban Blueprint, LLC	Debbie	Frank	412 Summit Oaks Drive		Nashville	Tennessee	37221	(615) 646-8094	(615) 825-0004	dfrank@urbanblueprint.com

MNPD IT Background Check Process

2/9/2010

Purpose:

This Police IT Standard Operating Procedure outlines the Background Check process for the following personnel:

- Personnel that support MNPD network infrastructure, Mobile Data Computer, Desktop, Laptop or Handheld devices.
- MNPD maintenance Personnel that need unescorted access in Police Secured areas.

1. **MNPD Background Release Forms completed:** Send these to Police IT (Attn: Sarah Barnett). This form contains complete applicant demographics/Last 10 years of Residence.
2. **Applicant is fingerprinted:** Agency/Company requesting security clearance to MNPD must go to the TAPS (Tennessee Applicant Processing Services) web site. www.tennessee.cogentid.com. Click on the Register Online link and fill in the applicant information for each person to fingerprinted. Use ORI TN0190100. Type of background check is "CP" Contract Vendor.
Payment Options:
Online Payment – Click on Pay Online. Key in the applicant information that was just registered. TAPS accepts Visa, Master Card or Discover.
Onsite Payment – TAPS only takes Money Orders.
TBI fingerprint fee (as of 10/1/2007 \$48).
Once registered, applicant goes to an approved site for fingerprinting. See Approved Fingerprinting sites.
3. **Applicant Fingerprint results recorded:** Police IT will monitor the TAPS website for the completion of these fingerprints and the results. Results are recorded in Background information for each applicant.
4. **Complete Applicant Records checks include:** Identity verification, state of residency, national/local fingerprint-based record checks, national/local demographic based record checks and public records searches shall be conducted prior to any approval for MNPD Secured Facilities.
5. **PASS/FAIL Determination:** * If a felony conviction of any kind exists, MNPD will FAIL applicant. NO EXCEPTIONS. * If a record of any other kind exists that MNPD determines to be non compliant, applicant will be failed. * If the applicant appears to be a fugitive or appears to have an arrest history without conviction for a felony or serious misdemeanors that show a disregard for the law, applicant will be failed. * If MNPD determines that MNPD Secured Facilities access by the applicant would not be in the public interest, applicant will be failed.

MNPD IT Background Check Process

2/9/2010

NOTE:

Vendor support staff must have a status of **PASS** in order to work in MNPD facilities.

All support staff with pending backgrounds or a **FAIL** status will not be allowed access to any MNPD facility. Support staff needing one time or infrequent access to do specialized work will only be allowed access to secured areas with ***Support Personnel** escorts. In the event support staff employees are placed in a **FAIL** status he/she has the right to contact the Director of MNPD Information Technology to discuss the details of his/her background results. The Director will advise what jurisdiction they can contact for clarification or expungement of records. Only the support staff in question will be advised of any detail information.

***Support Personnel**, contractors, and custodial workers who access computer terminal areas shall be subject to a state of residency and national fingerprint-based record check, unless these individuals are escorted by authorized personnel at all times.

Authorized personnel are defined as one of the following:

1. MNPD employees, sworn or civilian.
2. General Services employees who have passed the required background check and who regularly or frequently perform work in police facilities
3. Metro Information Technology Services employees who have passed the required background check and who regularly or frequently perform work in police facilities.

NOTE: Contract vendor employees (even with a completed and approved background check) are not permitted to escort another contract vendor employee who has not yet completed and passed the required background check.

Out of State Vendors Fingerprint Procedure:

When submitting fingerprints from out-of-state please adhere to the following instructions:

- 1) Contact Sarah Barnett with the Nashville Police IT Department at (615) 862-7451 to request fingerprint cards preprinted with the Metropolitan Nashville Police Department's ORI number. (TN0190100)
- 2) Present the blank fingerprint card to your local Police Office, Sheriff's Office or any fingerprinting facility in your area.
- 3) Mail your completed fingerprint card and your payment of \$60 per card to the following address: **Tennessee Bureau of Investigation
901 R.S. Gass Boulevard
Nashville, TN 37216**

(Please make checks payable to the Tennessee Bureau of Investigation)

MNPD IT Background Check Process

2/9/2010

Attention Non-US Citizens:

To be legally employed within the U.S., **"non-immigrant" aliens must possess a valid Resident Alien card or Temporary Resident card along with a Employment Authorization card and a Social Security card.** "Permanent resident" aliens need to possess a valid Permanent Resident card and a Social Security card. It is a violation of federal laws for aliens who are not in possession of the applicable documentation to be employed in the U.S. under Title 8 United States Code (USC) '1304, and to employ an alien who is not in possession of the appropriate documentation under 8 USC '1324a. These violations are punishable under the sentencing guidelines set forth in 18 USC '3571. All interface agencies must ensure they comply with INS requirements when employing non-immigrant aliens and permanent resident aliens. These requirements also apply to contractors or sub-contractors who provide services to interface agencies.

Individual state laws may provide further restrictions on the employment of "non-immigrant" and "permanent resident" aliens within the public service sector.

Approved Fingerprinting Sites:

Metro Nashville Public Schools
2601 Bransford Avenue
Nashville, TN 37204

Academy of Personal Protection & Security
336 Hill Ave Suite 102
Nashville, TN 37210

ATTENTION VENDORS and NON-MNPD PERSONNEL:

Due to computer and security policies, all vendors and non-MNPD employees are required to have a security background check completed before they will be allowed to enter and move around any police facility without an escort. Please see next page for a current listing of MNPD facilities.

To complete the background process, please follow the directions below:

1. Register each employee and make payment on line at www.tennessee.cogentid.com. (Print out confirmation sheet when complete)
2. Wait 24 hours and bring confirmation sheet from registration to one of the approved TBI finger print site to be finger printed. (Locations can be found under *Print Site Locations* on the Cogent ID website mentioned above.)
3. Complete the attached *Background Release Form* and fax or mail it to:

Sarah Barnett
Metropolitan Nashville Police Department
Information Technology Division
200 James Robertson Parkway
Nashville, TN 37201
Fax#: 615-313-9022

Metropolitan Nashville Police Department Facilities

- 1) Police Headquarters
- 2) Emergency Communications Center
- 3) Domestic Violence Bldg.
- 4) North Precinct
- 5) South Precinct
- 6) Hermitage Precinct
- 7) East Sector
- 8) Vice Bldg. (Prop and Evid., Archives)
- 9) West Sector
- 10) Central Precinct
- 11) Training Academy/Special Ops.
- 12) Vehicle Impound Lot/Auto Theft
- 13) Tactical/Bomb Squad/SWAT/ECS
- 14) Police Advocacy Support Service
- 15) 12th Ave. (EdgeHill) Enterprise Zone
- 16) Lafayette Street Enterprise Zone (Hermitage CSU)
- 17) Violent Crimes Task Force (FBI Office)
- 18) MDHA Task Force
- 19) DTF20
- 20) MSE (traffic, fleet)
- 21) JAB (Court Appearance)
- 22) 501 Building (ID Crime Lab)
- 23) DEA Task Force
- 24) ATF Task Force
- 25) North Community Office
- 26) Mounted Patrol
- 27) Police Mobile Command Post 03
- 28) Police Mobile Crime Lab

Registration:

- 1) When you enter the ORI (TN0190100) you must use the Transaction Type "CP - Contract Personnel."
- 2) Choose "Applicant" and fill in all highlighted fields with applicant's information.
- 3) Select "Next" and go through the steps for website to generate a confirmation number. (Print out any information the website says the applicant will need)

Payment:

- 1) Go to the TAPS Home Page.
- 2) Chose "Pay Online" located under the PAYMENT section.
- 3) Chose "Continue"
- 4) Click on "Begin Payment Transaction"
- 5) Fill-in Applicant's information in the upper box (in blue).
- 6) Fill-in payment (P-Card) information in the lower box (in gold).
(The applicant's name DOES NOT have to match the payment information)
- 7) Submit payment.

****You do not have to register the applicant before you submit payment.
****The website does not allow payment to be submitted for more than one applicant at a time.

Please let me know if you have any questions.

Thanks!

Sarah Barnett
IT Division Assistant
615-862-7451 Office
615-313-9022 Fax
Sarah.Barnett@Nashville.gov



Background Release Form

Metropolitan Government of Nashville & Davidson County
ITS

**NOTIFICATION AND AUTHORIZATION
TO
RELEASE FINGERPRINT/CRIMINAL HISTORY RECORD INFORMATION**

Name (please print): _____

Other Names Used (alias, maiden, nickname) _____

Address (Street, City, State,
Zip): _____

Social Security #: _____ - _____ - _____ Date of Birth: ____/____/____* (month/day/year)

Place of Birth: _____ Race: _____ Gender: _____

Eye Color: _____ Hair Color: _____ Height: _____ Weight: _____

Country of Citizenship: _____

State/s of Residence for Past 10 Years: _____

Driver's License #: _____ State of Issuance: _____

Employer Name: _____ Supervisor Name: _____ Supervisor Ph#: _____

I, the undersigned, do hereby authorize Metropolitan Government of Nashville & Davidson County to procure the necessary background report(s) on me including criminal record/fingerprint checks via MNPDP / Tennessee Bureau of Investigation and Federal Bureau of Investigations. The reports may include my driving history, including any traffic citations; a social security number verification; criminal and civil history/records; any other public record. In addition, I agree to submit to fingerprinting for a separate felony arrest record check covering the past 10 years to be performed by the Metro Nashville Government Police Department.

I understand that I am entitled to a complete and accurate disclosure of the nature and scope of any investigative background report of which I am subject off. I also understand that I may receive a written summary of my rights under 15 U.S.C. § 1681 et.seq.

I authorize any person, business entity or governmental agency who may have information relevant to the above to disclose the same to Metropolitan Government including but not limited to any courts, public agencies, law enforcement agencies, regardless of whether such person, business entity or governmental agency compiled the information itself or received it from other sources.

I agree to release Metropolitan Government and any and all persons, business entities and governmental agencies, whether public or private, from any and all liability, claims and/or demands, by me, my heirs or others making such claim or demand on my behalf, for providing an investigative background report hereby authorized. I understand that this Authorization/Release form shall remain in effect for the duration of my employment with Metropolitan Government.

Signature

Date

Witnessed by

Date

* The DOB is necessary in order to perform a timely background check. This information is utilized solely to ensure accurate identification.



Background Release Form

Metropolitan Government of Nashville & Davidson County
ITS

FORM LEGEND

RACE:

White, Black, Asian, American Indian, Hispanic

EYE COLOR:

Black, Blue, Brown, Green, Gray, Hazel, Maroon, Multicolor, Pink, Unknown

HAIR COLOR:

Bald, Black, Blonde, Blue, Brown, Gray, Red, Sandy, White, Green, Orange, Pink, Purple, Unknown

HEIGHT:

N'nn"

WEIGHT:

Weight in pounds or 000 if unknown