



Procurement Contact:

Karen D. Smitherman, Buyer & Strategic Sourcing Specialist, Email: kdsmitherman@maryville-tn.gov

MANDATORY COVER PAGE
PLEASE TYPE or PRINT CLEARLY

Company: _____ Date: _____
City: _____ State: _____
Contact Person: _____ Telephone Number: _____
Email Address: _____

Communication regarding this Invitation for Bids (IFB) is limited to the Buyer listed above. Unauthorized communication with other City of Maryville, Tennessee staff or officers is prohibited.

DIRECTIONS FOR SUBMISSION:

All data and documentation to be submitted as part of this solicitation shall become the property of the City of Maryville, Tennessee. After a contract is executed, all qualifications, responses, documents, and materials submitted shall be considered public information and will be made available for inspection in accordance with the Tennessee Public Records Act.

Bid responses must be SUBMITTED VIA EMAIL to COMsealedbids@maryville-tn.gov; the title in the subject line of the email shall be "22-26 Bid Submission." In the alternative you may submit a paper bid submittal to:

Attention: Karen D. Smitherman
IFB 22-26
332 Home Avenue
Maryville, TN 37801

The bid opening will be held on **April 21, 2026 at 2:00 p.m. Eastern Time** in the Auditorium of the City of Maryville Operations Center. All bid responses must clearly include the Bidder's Name, Bid Number, and Bid Title. Submissions received after the due date and time will be rejected and marked "Received too Late for Consideration."



April 02, 2026	Bid available on City's website
April 10, 2026	Questions due no later than 12:00 p.m. Eastern Time Submit all questions via email to: kdsmittherman@maryville-tn.gov
April 14, 2026	Addendum posted on City's website no later than 12:00 p.m. Eastern Time, if needed
April 21, 2026	Bid submissions DUE NO LATER THAN 2:00 p.m. Eastern Time
April 21, 2026	Bid opening conducted in person at 2:00 p.m. Eastern Time in the Auditorium of the City of Maryville, Tennessee Operations Center located at 332 Home Avenue, Maryville, TN 37801.

DESCRIPTION OF WORK & SPECIFICATIONS

The City is seeking qualified bidders to provide LED NEMA Head 62W Lights, subject to continuing need and availability of funds. Lights must be new, unless otherwise approved prior to purchase by the City's designee. Lights must be delivered to the City of Maryville located at 332 Home Avenue, Maryville, TN 37801. Bid price must be all-inclusive, full-delivered price. No additional fees (e.g. shipping, energy surcharge) will be paid.

Quantities listed, if any, are estimates only and are not guaranteed. The City makes to commitment to purchase any minimum or maximum quantity.

CONTRACT TERMS AND RENEWAL

Term of Contract

The initial contract term shall begin upon award and extend through June 30, 2026, unless sooner terminated as provided herein.

Renewal Options

Upon mutual written agreement of both parties and subject to the availability of appropriated funds, the City may renew this Contract for up to four one-year periods (July 01 – June 30; final expiration June 30, 2030, if all renewal options are extended).

No Automatic Renewal

Renewals shall not be automatic. The City reserves the right to renew based on their sole discretion based on supplier performance, pricing and continued need.



Pricing

All pricing submitted shall remain firm for the initial Contract term.

Price increases may only be requested during the renewal period. Price increases, if requested, shall:

- Be requested in writing at least sixty days prior to the effective renewal date;
- Not exceed **8% annually** OR CPI-U (whichever is lower).

The City reserves the right to:

- Accept, negotiate, or reject any requested price increase;
- Re-solicit the contract if pricing is deemed unreasonable.

Termination for Convenience

The City may terminate this Contract, in whole or in part, at any time for their convenience upon thirty days' written notice to the supplier. The supplier shall be compensated only for goods and/or services delivered and/or provided and accepted by the City prior to the effective date of the termination.

Non-Appropriation Clause

The continuation of this Contract is subject to the appropriation and availability of funds. In the event funds are not appropriated, the City reserves the right to terminate this Contract without penalty upon written notice to the supplier.

PURCHASE DETAILS

Delivery

Delivery shall be **FOB Destination, freight prepaid and allowed**, to the address listed above. The supplier shall bear all risk of loss until delivery to and acceptance by the City.

Parts Availability

Supplier shall maintain or have access to sufficient inventory of replacement parts to support maintenance and repair of light fixtures supplied under this Contract or a minimum of five years.

Turnaround Expectations

The awarded supplier will be expected to maintain a minimum stock of thirty fixtures in their warehouse at all times in order to promptly fill any order placed by the City of Mayville, Tennessee.

Warranty Requirements

The supplier shall provide all lights with a minimum five-year manufacturer's warranty, covering parts and labor. Warranty services must be available within fifty miles of Maryville, Tennessee, or supplier will be required to provide transportation at no cost to the City.



In order for a bidder to be deemed responsive (i.e.: complies with all requirements listed in the solicitation and their submittal will be included in the evaluation process), they must:

- **Refer to the attached required specification sheet included in the bid document and bid as per specified. Due to standardization of our plant or equal products will not be considered for this product.**
- Product is the American Electric Lighting (AEL) Watch Light Servies WLT LED Security Lighting Part Number: AEL WLT D MVOLT ZT D5 4K UA MP TB PW6 P7 NBR PCLL TL.
- For informational purposes only, the City has installed 26 of these lights in our plant between January 05, 2026 through March 30, 2026. The City does not guarantee any quantity to be purchased.
- PRICING MUST BE SUBMITTED USING THE MANDATORY BID PRICING SHEET.
- All other mandatory pages must be completed, scanned, and uploaded/submitted as a single PDF file.



WATCH LIGHT Series WLT LED Security Lighting

PRODUCT OVERVIEW



Features:

OPTICAL

Durable prismatic glass optics
Wide variety of lumen packages in type 3 & 5 distributions
Optional acrylic refactor provides additional vertical foot-candles
3000K & 4000K CCT, 70 CRI minimum

ELECTRICAL

120 – 277 volt
Ships standard with 0-10V dimmable driver, or optional DALI D4i driver
Robust Surge Protection: Three different surge protection options provide a minimum of 6kV/3kA, 10kV/5kA or 20kV/10kA protection, per ANSI C136.2.
Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.
Lower Energy: Saves an expected of 40-60% over comparable HID luminaires.

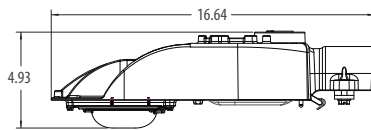
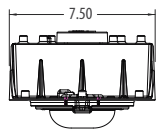
MECHANICAL

All aluminum housing & door
2-bolt mounting with +/- 5° adjustment
Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter.
Provides a 3G vibration rating per ANSI C136.31
Optional stainless steel thumbscrew for tool-less entry
ANSI standard wattage label on all units
Rigorous pre-treatment and paint process (GY option) yields a finish that achieves a scribe creepage rating of 10 (per ASTM D1654) after 5000 hours exposure to salt fog chamber (operated per ASTM B117).

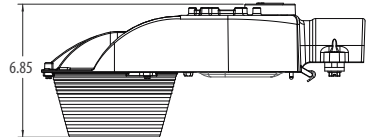
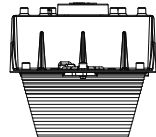
CONTROLS

The Acuity designed ANSI 7-pin receptacle is available, which supports traditional locking style photocontrols such as the Extreme long-life solid-state locking style photocontrol - PCLL (20 year rated life).
The DC Connect option is a factory embedded low voltage dusk to dawn photocontrol that increases longevity vs. line voltage controls and also eliminates the need to separately inventory controls.
The Local Connect option provides a simple means to collect luminaire attribute data, asset location information and execute point-to-point on/off/dim commands via secure Bluetooth link using smartphone platforms.
Cell Connect is an embedded network photocontrol with cellular communication. It provides digital switching, precise dimming, and revenue grade metrology. Cell Connect leverage D4i drivers to communicate real-time data to UbiVu, a cloud-based asset management system.

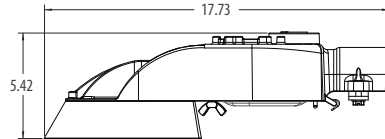
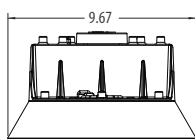
DIMENSIONS



R3/R5 Optic



D3/D5 Optic



N3/N5 Optic

Effective Projected Area (EPA). The EPA for the WLT is 0.35 sq. ft, Weight= 7.5 lbs. (3.4 kg)

STANDARDS

Rated for -40°C to 40°C ambient
CSA Certified to U.S. and Canadian standards
Complies with ANSI: C136.2, C136.10, C136.31, C136.15, C136.37
DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WATCH LIGHT Series

WLT LED Security Lighting

ORDERING INFORMATION

WLT	D	MVOLT	ZT	D5	4K
Series	Lumen Package	Voltage	Driver	Optics	Color Temperature
WLT Watch Light	A 34W, 5,000 Nominal Lumens B 43W, 6,300 Nominal Lumens C 51W, 7,400 Nominal Lumens D 62W, 9,100 Nominal Lumens E 72W, 10,200 Nominal Lumens F 79W, 11,100 Nominal Lumens	MVOLT Multiple Voltage 120V-277VAC	ZT 0-10V dimmable D4I DALI D4i driver for 120-277VAC	R3 Roadway Type 3 R5 Roadway Type 5 N3 Type 3 - zero uplight N5 Type 5 - zero uplight D3 Type 3 with Drop Refractor D5 Type 5 with Drop Refractor	3K 3000K Color Temperature, 70CRI 4K 4000K Color Temperature, 70CRI

UA	MP	TB PW6	P7	NBR	PCLL
Paint	Surge protection	Miscellaneous	Receptacle Top	Receptacle Bottom	Photo Control
UA Unfinished Aluminum GY Gray Super Durable paint	6K² 6kV/3kA, no supplemental surge device MP 10kV/5kA, Fail ON device 20 20kV/10kA Fail OFF device	TB² Terminal block IG Insect Guard LTS Light trespass shield TL Tool-less door entry CC¹ UL/CSA Certified PW# Pre-wire, # indicates wire length in one foot increments from 1' thru 10' (e.g. PW4 = 4' of pre-wire) JP Job Pack (30 per pallet)	P3 3 Pin NEMA Photocontrol Receptacle P7 7 Pin Dimming Capable Photocontrol Receptacle ZRT Zhaga Receptacle top NTR No Top Receptacle	NBR No Receptacle Bottom ZRB Zhaga Receptacle Bottom	SH Shorting Cap PCLL DTL DLL Photocontrol DZP DTL DZP DC Zhaga Photocontrol

Embedded Controls	Install Packages	Install Package with Embedded Controls	Accessories (Shipped Separately)	Controls Training
ALCB Local Connect Basic (DTL DELC) ALCF Local Connect Full (DTL DELC) ALCC Local Connect Custom (DTL DELC) Requires RFD DDC DC Connect Photocontrol (DTL DEP) UBC Cell Connect	PKGL24 DTL DLL photocontrol + 24" x 1-1/4" arm PKGZ24 DTL DZP photocontrol + 24" x 1-1/4" arm All packages ship with 5' prewire and mounting hardware	PKGE24⁴ Embedded Control + 24" x 1-1/4" arm All packages ship with 5' prewire and mounting hardware	WLTLSU Light Trespass Shield for R3 & R5 Optics WLTLSRN Light Trespass Shield for N3 & N5 Optics WLTLSD Light Trespass Shield for D3 & D5 Optics WLTSS Street side Shield for R3, R5, N3, & N5 Optics WLTNU Zero-uplight Shield WLTREF Drop Refractor	LCTRAIN Local Connect Remote Training; 1 day training provided by Acuity Services Team

NOTES:

- When selected, the CC (UL/CSA Certified) option includes a 3 position terminal block in luminaire. Selection of TB option is not required in that case.
- TB (Terminal Block) option is not required if CC (UL/CSA Certified) option is also selected.
- Not available with UBC option.
- PKGE24 must have Embedded Control nomenclature specified in catalog number.



AEL Headquarters, One Lithonia Way, Conyers Georgia 30012
 www.americanelectriclighting.com Phone: 1-866-HOLOPHANE
 Email: TechSupport-Lighting@acuitybrands.com
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Warranty Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Please contact your sales representative for the latest product information.

WATCH LIGHT Series

WLT LED Security Lighting

OPTIONS MATRIX

WLT		Driver		Receptacle Top				Receptacle Bottom		Photocontrols			Embedded Controls				
		ZT	D4i	NTR	P3	P7	ZRT	NBR	ZRB	SH	PCLL	DZP	DDC	ALCB	ALCF	ALCC	UBC
Driver	ZT			Y	Y	Y	N	Y	N	Y	Y	N	N	N	N	N	N
	D4i			Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Receptacle Top	NTR	Y	Y					Y	Y	N	N	N	Y	Y	Y	Y	Y
	P3	Y	N					Y	N	Y	Y	N	N	N	N	N	N
	P7	Y	Y					Y	Y	Y	Y	N	Y	Y	Y	Y	N
	ZRT	N	Y					Y	Y	N	N	Y	Y	Y	Y	Y	Y
Receptacle Bottom	NBR	Y	Y	Y	Y	Y	Y			Y	Y	Y	Y	Y	Y	Y	Y
	ZRB	N	Y	Y	N	Y	Y			Y	Y	Y	N	N	N	N	Y
Photocontrols	SH	Y	Y	N	Y	Y	N	Y	Y				Y	Y	Y	Y	N
	PCLL	Y	Y	N	Y	Y	N	Y	Y				N	N	N	N	N
	DZP	N	Y	N	N	N	Y	Y	Y				N	N	N	N	N
Embedded Controls	DDC	N	Y	Y	N	Y	Y	Y	N	Y	N	N					
	ALCB	N	Y	Y	N	Y	Y	Y	N	Y	Y	N					
	ALCF	N	Y	Y	N	Y	Y	Y	N	Y	Y	N					
	ALCC	N	Y	Y	N	Y	Y	Y	N	Y	Y	N					
	UBC	N	Y	Y	N	N	N	Y	Y	N	N	N					




Y = Option combination is allowed
 N = Option combination is not allowed

D4i DRIVER OPTION DEFAULTS

Setting	Receptacle Top	Receptacle Bottom	Embedded Control	Default Value	Alternate Values
DALI Power Bus	NTR	NBR	none	ON	Off
	NTR	NBR	ALCB / ALCF / ALCC	ON	none
	NTR	NBR	DDC	ON	none
	NTR	ZRB	none	ON	Off
	NTR	NBR	UBC	ON	none
	NTR	ZRB	UBC	ON	none
	P7	NBR	none	OFF	On
	P7	NBR	ALCB / ALCF / ALCC	ON	none
	P7	NBR	DDC	ON	none
	P7	ZRB	none	OFF	On
	ZRT	NBR	none	ON	Off
	ZRT	NBR	ALCB / ALCF / ALCC	ON	none
	ZRT	NBR	DDC	ON	none
ZRT	ZRB	none	ON	Off	
Dimming Type	All	All	Any	LINEAR	Logarithmic
24V AUX	All	All	Any	ON (Not Connected)	none
Scenes Data	All	All	Any	0 (blank)	01-255

*To program different settings, consult factory; RFD is required

EMBEDDED CONTROL LOCATION DEFAULTS

Control	Standard Locations	Alternate Location
DC Connect DDC	Bottom 	Top (RFD Required)
Local Connect ALCB, ALCF, ALCF	Bottom 	Top (RFD Required)
Cell Connect UBC	Top 	None



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WATCH LIGHT Series

WLT LED Security Lighting

PERFORMANCE PACKAGES

WLT Watch Light Performance

WLT Perf Pkg	Distribution	Input Watts	3000K		4000K		BUG Rating			LDD @ 25°C		
			Lumens	LPW	Lumens	LPW	B	U	G	50k hours	75k hours	100k hours
A	R3	34	4,971	146	5,063	149	2	3	2	0.92	0.89	0.85
	R5		5,142	151	5,237	154	2	2	1			
	N3		4,636	136	4,721	139	2	0	1			
	N5		4,831	142	4,921	145	2	0	1			
	D3		4,853	143	4,943	145	2	3	2			
	D5		4,972	146	5,064	149	2	3	1			
B	R3	43	6,205	144	6,320	147	2	3	2	0.92	0.89	0.85
	R5		6,419	149	6,538	152	3	2	1			
	N3		5,787	135	5,894	137	2	0	1			
	N5		6,031	140	6,143	143	2	0	1			
	D3		6,059	141	6,171	144	2	3	2			
	D5		6,208	144	6,322	147	2	3	1			
C	R3	51	7,254	142	7,388	145	2	3	2	0.92	0.89	0.85
	R5		7,504	147	7,642	150	3	2	1			
	N3		6,765	133	6,890	135	2	0	1			
	N5		7,050	138	7,181	141	3	0	1			
	D3		7,082	139	7,213	141	2	3	2			
	D5		7,256	142	7,390	145	3	3	2			
D	R3	62	8,908	144	9,072	146	2	3	3	0.92	0.89	0.85
	R5		9,214	149	9,384	151	3	2	1			
	N3		8,307	134	8,460	136	2	0	2			
	N5		8,657	140	8,817	142	3	0	1			
	D3		8,697	140	8,857	143	2	3	2			
	D5		8,910	144	9,075	146	3	3	2			
E	R3	72	10,073	140	10,259	142	2	3	3	0.92	0.89	0.85
	R5		10,419	145	10,612	147	3	3	1			
	N3		9,393	130	9,567	133	2	0	2			
	N5		9,790	136	9,971	138	3	0	1			
	D3		9,834	137	10,016	139	2	3	3			
	D5		10,075	140	10,262	143	3	3	2			
F	R3	79	10,942	139	11,145	141	2	3	3	0.92	0.89	0.85
	R5		11,318	143	11,528	146	3	3	2			
	N3		10,204	129	10,393	132	2	0	2			
	N5		10,635	135	10,832	137	3	0	1			
	D3		10,683	135	10,881	138	2	3	3			
	D5		10,945	139	11,148	141	3	3	2			

Performance Package	Watts	Current (A)			
		120V	208V	240V	277V
A	30	0.25	0.14	0.13	0.11
B	40	0.33	0.19	0.17	0.14
C	50	0.42	0.24	0.21	0.18
D	60	0.50	0.29	0.25	0.22
E	70	0.58	0.34	0.29	0.25
F	80	0.67	0.38	0.33	0.29

AMBIENT TEMPERATURE FACTOR						
	A	B	C	D	E	F
0°C	1.04	1.04	1.04	1.03	1.03	1.03
15°C	1.01	1.02	1.02	1.01	1.01	1.01
25°C	1.00	1.00	1.00	1.00	1.00	1.00
35°C	0.98	0.98	0.98	0.99	0.99	0.99
40°C	0.98	0.97	0.97	0.98	0.98	0.98



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MANDATORY PAGE

BID FORM

Supplier Name: _____

Description	Price per Unit
22-26 LED NEMA Head 62W Lights AEL WLT D MVOLT ZT D5 4K UA MP TB PW6 P7 NBR PCLL TL	\$

MANDATORY PAGE
REFERENCES & EXCEPTIONS

Provide contact information for three current (within the last 12 months) clients that meet our requirements for similar type of product and service for institutional, corporate, and government agencies. Notify your references that the City will be contacting them via email. **Email address is required. It is the bidder's responsibility to ensure references respond to the City as required.**

Entity: _____ Contact Person: _____

Address: _____ City, State, Zip: _____

Email Address: _____

Entity: _____ Contact Person: _____

Address: _____ City, State, Zip: _____

Email Address: _____

Entity: _____ Contact Person: _____

Address: _____ City, State, Zip: _____

Email Address: _____

Exceptions to Solicitation (if there are none, write "NONE"): _____

Indicate whether contract may be used by other governmental entities. Yes No

MANDATORY PAGE
CERTIFICATIONS & SIGNATURES

- I acknowledge the following to be Mandatory Pages for my submission to be considered:

<input type="checkbox"/> Bid Cover Page	<input type="checkbox"/> Debarment Certification Form	
<input type="checkbox"/> Bid Form Page	<input type="checkbox"/> Conflict of Interest Certification	
<input type="checkbox"/> References & Exceptions Page	<input type="checkbox"/> Equal Opportunity & Non-Discrimination Form	
<input type="checkbox"/> Certifications & Signatures Page	<input type="checkbox"/> Non-Collusion Affidavit	
<input type="checkbox"/> Supplier Information Form	<input type="checkbox"/> Iran Divestment Affidavit	
<input type="checkbox"/> Form W-9	<input type="checkbox"/> Non-Boycott of Israel Affidavit	
<input type="checkbox"/> Business Tax License Affidavit		<input type="checkbox"/> Yes

- Supplier certifies that they have not been barred from contracting with a unit of state or Local government by any governmental entity. Yes

- I acknowledge this Solicitation Requires **Does not** Require a Bid Bond Yes

- I acknowledge this Solicitation Requires **Does not** Require Performance & Payment Bonds Yes

- Supplier understands that in submitting this bid/proposal, they waive all right to plead any misunderstandings regarding the foregoing information presented in the Solicitation Documents, including but not limited to, the City Purchasing Ordinance, Standard Terms and Conditions, and all Addenda. Yes

I have carefully examined the Bid and any other document accompanying or made a part of the Solicitation. I certify I am duly authorized to submit on behalf of the firm and the firm is ready, willing, and able to perform if awarded this contract. I further certify under oath this solicitation response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting a response for the same product or service.

Individual/Company/Corporation: _____

Printed Name and Title: _____

Telephone Number: _____ Email: _____

Address: _____

Signature: _____ **Date:** _____

Witness Name & Title (print): _____

Witness Signature: _____

VENDOR INFORMATION FORM

Name: _____

Federal Tax ID Number: _____

Business License Number: _____

County & State of License: _____

Mailing Address: _____

Shipping Address: _____

Phone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

Corporation Sole Proprietor Partnership

Owner's Name if Sole Proprietor: _____

NEW VENDORS WILL BE ADDED AFTER RECEIPT OF THIS COMPLETED FORM AND VERIFICATION OF A CURRENT BUSINESS LICENSE. VENDORS WITHOUT A CURRENT BUSINESS LICENSE WILL NOT BE ACCEPTED.

IT IS THE RESPONSIBILITY OF THE FINANCE DEPARTMENT TO ENTER AND UPDATE ALL VENDOR INFORMATION.

THANK YOU.

BUSINESS TAX & LICENSE AFFIDAVIT
Tennessee Code Annotated § 5-14-108(l)

The undersigned states that they have legal authority to swear this on behalf of

_____, and that the business is not in any manner
Name of firm or individual

in violation of Tennessee Code Annotated § 5-14-108(l) which states, “*No purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent.*”

Affiant affirms and warrants that their business licenses are currently valid, and all business taxes have been paid and are current as of the date of this affidavit. The business is licensed and pays business taxes in _____ County, _____.
Name of State

BUSINESS

Signature: _____

Title: _____

Date: _____

Witness

Signature: _____

Date: _____

City of Maryville

Contractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.213 and 2 CFR Part 417. Copies of the regulations may be obtained online at www.ecfr.gov .

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The Contractor/Vendor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The Contractor/Vendor acknowledges that this certification applies to all prospective and engaged lower tier covered transactions (subcontracts and subcontractors), and that the Contractor/Vendor will obtain a signed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (3) Where the Contractor/Vendor is unable to certify any of the statements in this certification, the Contractor/Vendor shall attach an explanation to this proposal.

Organization Name:

Names(s) and Title(s) of Authorized Representative(s) of the Contractor/Vendor:

Signature(s): _____

Date:

Instructions for Certification

1. By signing and submitting this form, the contractor is providing the certification set out in accordance with these instructions for both the Contractor/Vendor and any prospective lower tier participant

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The contractor shall provide immediate written notice to the City of Maryville if at any time the Contractor or any prospective or engaged lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The Contractor/Vendor agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The Contractor/Vendor further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. A copy of the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" is included in this document.

7. A Contractor/Vendor in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor/Vendor may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List/Excluded Parties list available at www.sam.gov .

CERTIFICATION REGARDING CONFLICT OF INTEREST

By submitting its bid for this Invitation to Bid No. _____, Bidder covenants and affirms that:

- 1) No manager, employee or paid consultant of the Bidder is a member of the Board, or an employee of Blount County Board of Education;
- 2) No manager or paid consultant of the Bidder is married to a member of the Board, the CEO, or an employee of Blount County Board of Education;
- 3) No member of the Board, the CEO or an employee of Blount County Board of Education is a manager or paid consultant of the Bidder;
- 4) No member of the Board, the CEO or an employee of Blount County Board of Education owns or controls more than 10 percent in the Bidder;
- 5) No member of the Board, CEO, or employee of Blount County Board of Education receives compensation from Bidder for lobbying activities;
- 6) Bidder has disclosed within the Bid any interest, fact or circumstance which does or may present a potential conflict of interest;

Should Bidder fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Bidder shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with Blount County Board of Education and shall immediately refund to Blount County Board of Education any fees or expenses that may have been paid under the contract and shall further be liable for any costs incurred or damages sustained by Blount County Board of Education relating to that contract.

Signature of Authorized Representative: _____

Name of Authorized Representative: _____

Designation of Authorized Representative: _____

Date: _____

EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The Vendor _____ promotes employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I of the Workforce Investment Act of 1998, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIA Title I financially assisted program or activity. The Vendor _____ conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

EEO Laws, Rules, Guidelines, Regulations

Vendor _____ provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age (40-70).
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

Vendor _____ and its authorized representative named below is committed to promoting equal employment opportunity.

Signature of Authorized Representative: _____

Name of Authorized Representative: _____

Designation of Authorized Representative: _____

Date: _____

Iran Divestment Act Certification

Effective July 01, 2016

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted. Amends Tennessee Code Annotated, Title 12 by adding Chapter 12, which is to be known as the "Iran Divestment Act." The Act requires the chief procurement officer for the State, no more than 120 days after the effective date of this Act, to publish on the State's website, using credible information freely available to the public, a list of persons determined to be engaged in investment activities with Iran. It prohibits a person identified on the list from contracting with a local government and makes any contract entered into void. It provides that after the effective date of this Act, **every bid or proposal** made to a local government for goods or services, when competitive bidding is required, **must contain the certification stated below**, subscribed and affirmed by the bidder as true under the penalty of perjury. The Act allows the certification to be submitted electronically. It prohibits a bid from being considered or an award being made if the bidder does not provide the certification below to the local government, except under limited enumerated circumstances.

I certify, under penalty of perjury, that the following statement is true:

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."

Company Name: _____

Printed Name: _____

Signature: _____

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me personally appeared, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (persons) executed the same as such person (person's) free act and deed.

Notary Public _____

Printed Name _____

My Commission Expires: _____

Non-Boycott of Israel Certification

The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

Signature: _____

Printed Name: _____

Title: _____

Date: _____