

The Procurement Division of The Public Building Authority of the County of Knox and the City of Knoxville, Tennessee (hereinafter "PBA") will receive sealed Proposals for the provision of **Low Voltage Cabling for City of Knoxville Public Safety Complex** as specified herein. Proposals must be received by **11:00 a.m. Eastern Time on February 11, 2022**. Late Proposals will be neither considered nor returned.

Deliver Proposals to:

**Solicitation Number 2022.003
PBA Procurement Division
912 South Gay Street, Suite 710
Knoxville, Tennessee 37902**

The Envelope must show the Solicitation Number, Solicitation Name, and Solicitation Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 ADDITIONAL INFORMATION: PBA wants requests for additional information routed to Karen Smitherman, Manager of Procurement and Internal Controls. Questions may be emailed to ksmitherman@ktnpba.org. Information about the PBA Procurement Division and current Solicitations may be obtained on the Internet at <https://www.ktnpba.org/doing-business-with-pba>.

1.2 ACCEPTANCE: Respondents shall hold their submittal firm and subject to acceptance by PBA for a period of ninety (90) business days from the date of the Request for Proposals (hereinafter "RFP") closing, unless otherwise indicated in their Proposal.

1.3 ALTERNATIVE PROPOSALS: PBA will not accept alternate proposals (those not equal to specifications) unless authorized by the RFP.

1.4 AWARD: It is the intent of PBA to negotiate a fee and enter into a contract with the successful firm(s). PBA's Construction Contract will be used as the basic contract.

Award will be made to the most responsive, responsible proposer(s) meeting specifications, who presents the product or service that is in the best interest of PBA. PBA reserves the right to award this RFP on an item-by-item basis, an all or none basis, or by multiple award, whichever is in the best interest of the PBA. PBA reserves the right to not award this solicitation. Award will be made in accordance with the evaluation criteria specified herein.

1.5 CLOSURES: During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of PBA's Administrator/CEO, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Administrator/CEO closes the administrative offices prior to the time set for a solicitation opening/closing on any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances will be at the sole discretion of the PBA Finance Director.
- PBA will not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.6 CONFLICTS OF INTEREST: PBA has adopted a resolution regarding conflicts of interest for employees and contractors. When submitting a response to the RFP, each proposer must certify that the submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce or any other fraudulent act punishable under the laws of the United States of America or the State of Tennessee. Please see Attachments A and B.

1.7 CONTRACTOR DEFAULT: PBA reserves the right, in case of contractor default, to procure the articles or services from other sources and hold the defaulting contractor responsible for any excess costs occasioned thereby. Should contractor default be due to a failure to perform or because of a request for a price increase, PBA reserves the right to remove the contractor from PBA's bidders' list for twenty-four (24) months.

1.8 COPIES: PBA requires that Proposals be submitted as one (1) marked original and three (3) exact copies. Respondents must submit with their written response an exact electronic version of their submittal in a single, complete pdf file on a CD or flash drive. PBA requests that proposals be concise with no duplication of answers.

- 1.9 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the respondent must comply with the condition. Failure to comply with any such condition may result in their Proposal being deemed non-responsive and the respondent being disqualified.
- 1.10 ELECTRONIC TRANSMISSION OF PROPOSALS:** PBA's Procurement Division **will not** accept electronically transmitted responses through PBA's online purchasing system for this procurement. Facsimile and email submission are strictly prohibited. All responses must be mailed or delivered by hand.
- 1.11 ENTRANCE TO PBA SITES:** Only PBA badged employees of the successful Contractor(s) are allowed on the premises of PBA buildings and projects. Contractor employees/subcontractors are NOT to be accompanied in their work area by acquaintances, family members, assistants or any unauthorized person. Only the Contractor's personnel, having passed the security background check and issued a PBA badge, are authorized to be onsite. All authorized personnel are required to wear and display their PBA issued badge at all times while on PBA property.
- 1.12 EVALUATION OF TIE SOLICITATIONS:** A tie exists when two or more proposers offer goods and/or services that meet all specifications, terms, and conditions at identical prices, including cash discount offered and any other value-based factors. A tie for quotes or bids will be broken by the following methods, in descending order of preference:
- 1.12.1** Life Cycle Costing techniques would be utilized to determine the lifetime cost of the item from each respondent. If either item was more expensive over its lifetime, it would not be considered.
 - 1.12.2** Delivery factors such as lead times, schedules and cost could be considered.
 - 1.12.3** Locality would be a factor of the decision. If either respondent was local or if one respondent was in the state of Tennessee and the other one was not, the award can be made to the respondent having local ties.
 - 1.12.4** If no other method of breaking the tie is useful, a publicly witnessed drawing of lots or coin toss can be utilized.
 - 1.12.5** The responses could be rejected, and the item re-solicited.
- In the event that a proposal evaluation process results in two or more proposals receiving evaluation scores that tie for the rank of highest score, PBA will request best and final cost proposals from only those proposers with scores that tie. PBA will then evaluate the best/final proposals from the tied proposers to make a selection.
- 1.13 HOW TO DO BUSINESS:** PBA utilizes a web-based procurement software system, Vendor Registry. The system provides our clients with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance as well as on-line retrieval and submittal of quotes, bids, and proposals for our vendor-clients. When doing business with PBA we ask that you please go to our website at <https://www.ktnpba.org/doing-business-with-pba>, click the link to register as a vendor in our on-line portal if you have not done so and whenever possible to conduct your business with PBA through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.14 INCURRED COSTS:** PBA will not be responsible for any costs incurred by the respondent in the preparation of their response. It is requested that submittals be very concise and direct in answering questions. Unnecessary advertising literature, letters of gratitude, etc. are strongly discouraged.
- 1.15 MINORITY-, WOMEN-OWNED & DISADVANTAGED BUSINESSES:** PBA encourages the meaningful participation of minority-owned businesses. It is the intent of PBA to maintain a minimum procurement goal of 10% participation from minority-owned, women-owned, small businesses, and/or disadvantaged businesses.
- 1.16 MULTIPLE PROPOSALS:** PBA will consider multiple proposals that meet specifications.
- 1.17 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any respondent with any PBA representative, other than the Procurement Division representative listed in Section 1.1, concerning this Request for Proposals is strictly prohibited. Any such unauthorized contact may cause the disqualification of the vendor from this process. Vendors may be required to sign an affidavit to this policy.
- 1.18 NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.19 PATENTS & COPYRIGHTS: The successful Contractor(s) must pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the work, which is the subject of patent rights or copyrights. The Contractor(s) must, at their own expense, hold harmless and defend PBA against any claim, suit or proceeding brought against PBA which is based upon a claim, whether rightful or otherwise, that the work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor(s) must pay all damages and costs awarded against PBA.

1.20 PAYMENT METHOD: PBA utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders (P.O.). P.O.s will be issued from the PBA Procurement Division via email. The P.O. will detail the quantity, specific item(s) and the contracted price for each item. Orders placed using a P.O. will be paid by Electronic Funds Transfer (EFT). Successful Contractor(s) will be asked to submit a new/updated EFT Authorization Form to confirm that PBA has correct banking information on file prior to the Contract being fully executed.

The second method is the use of the PBA Credit Card (MasterCard). Orders placed on the credit card will list the same information as the P.O. Contractors will be given the card information and approval to process the transaction for the requesting department. Proposers must indicate in their proposal if they will accept the PBA Credit Card (MasterCard) as a form of payment. Contractors are prohibited to charge PBA any type of merchant fee from their financial institution to accept this type of payment.

1.21 POSSESSION OF WEAPONS: All contractors and their employees and their agents are prohibited from possessing any weapons on PBA property without prior written consent from PBA. In the case of a contractor whose contract requires possession of firearms or other weapons to successfully complete their contract, contractor must provide personnel who are bonded to bear said weaponry.

1.22 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Contractors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. PBA will make the final determination as to the Contractor's ability.

1.23 PROPOSAL DELIVERY: PBA requires proposers, when hand delivering proposals, to time and date stamp the envelope before submitting their response to the Procurement Division representative. The time clock in the Procurement Division will become the official record of time. PBA will not be responsible for technical difficulties experienced by proposers trying to register less than twenty-four (24) hours prior to the proposal closing time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.24 PROPOSAL FORMAT: This solicitation is in the Request for Proposals (RFP) format. At the specified date and time, each respondent's name will be publicly read aloud. No further information will be given at that time. Evaluation of the submittals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

1.25 RECYCLING: PBA, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that responses being submitted on paper shall:

1.25.1 Be submitted on recycled paper;

1.25.2 Not include pages of unnecessary advertising.

1.26 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the prospective proposer to review the entire RFP packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or solicitation procedures must be received by the Procurement Division no later than **4:30 p.m. Eastern Time on February 03, 2022**. These requirements also apply to specifications that are ambiguous.

1.27 SIGNING OF PROPOSALS: **In order to be considered all Proposals must be signed. Please sign the original in blue ink.** By signing the response document, the respondent acknowledges and accepts the terms and conditions stated in the Proposal document.

- 1.28 **TAXES:** PBA purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.29 **TITLE VI:** It is the policy of PBA that all its services and activities be administered in conformance with the requirements of Title VI. Respondents must comply with the President's Executive Order Nos. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex, or national origin. Respondents must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion, or national origin. Respondents must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-kickback Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are incorporated by reference.
- All respondents must comply with Title VI of the Civil Rights Act of 1964 as codified in 42 U.S.C. 2000d. The successful respondent(s) must follow Title VI guidelines in all areas including, but not limited to, hiring practices, open facilities, insurance, and wages. PBA reserves the right to review all compliance records to be completed by a contract compliance officer designated by PBA.
- 1.30 **USE OF PROPOSAL FORMS:** Respondents must complete the proposal forms contained in the solicitation package. Failure to complete the proposal forms may result in rejection of their submittal.
- 1.31 **VENDOR REGISTRATION:** Prior to the closing of this RFP, *all participating respondents* must be registered with the PBA Procurement Division. Vendor Registration may be completed online at www.kntpba.org/doing-business-with-pba. Select the Register as a Vendor link to complete the registration process. There is a link for a "How To" guide on the website for your reference. Respondents must be registered with the Procurement Division prior to submitting their response.
- 1.32 **WAIVING OF INFORMALITIES:** PBA reserves the right to waive minor informalities or technicalities when it is in the best interest of PBA.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on PBA without the prior written approval of PBA.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by PBA for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of PBA.
- 2.4 **AWARD PROTEST PROCEDURES:** Occasionally there may be complaints from proposers/bidders that the award process for a solicitation has been unfair in some manner. Any supplier who claims to be aggrieved in connection with a specific solicitation may pursue the following process for resolution. Suppliers who believe there has been a problem with the process or decisions should contact the buyer associated with the solicitation in question. Typically, the buyer will be able to explain PBA's rationale for the decision and the supplier will be satisfied. However, if the supplier is still not satisfied, the following steps may be taken.

The supplier may notify the Finance Director, in writing, during the next three business days. **PBA will not consider complaints filed electronically.** Complaints received after three business after the notification of the award decision has been made will not be considered for review. The envelope in which the protest is mailed should be clearly marked "Protest of Award Decision." The written protest should include:

- 2.4.1 The name, address, and phone number of the protestor and the name of the supplier represented;
- 2.4.2 The solicitation name, solicitation number, date, and any other pertinent information;
- 2.4.3 A statement of reason for the protest and the resolution requested;
- 2.4.4 Any supporting documents, exhibits, or evidence to substantiate the protest;
- 2.4.5 The original signature of the protestor.

The Finance Director will review the protest and announce a decision in writing. Recognizing that delaying the procurement process any longer than necessary is detrimental to the interests of PBA, the Finance Director will announce their decision as soon as possible. The decision will be made, and the protestor will be notified within five business days of the receipt of the protest.

If the protestor still is not satisfied, there is a final appeal process. The concerned protestor may file an appeal with the Administrator/CEO of PBA. This appeal must be filed within three business days from the issuance of the Finance Director's decision. The Administrator/CEO will again review the information and the previous decisions. A decision will be made and issued within five business days.

In those cases where delaying the procurement process would endanger the health of the public served, cause additional and/or extensive damage to PBA or would adversely affect PBA programs, PBA will not stop the process. All documentation regarding the protest shall become part of the solicitation file.

2.5 BACKGROUND CHECKS: A Knox County Sheriff's Office (KCSO) background check will be required for any and all employees of the successful contractor's staff and their subcontractors providing on-site services to PBA. The successful Contractor(s) will submit the completed KCSO records check to the PBA Director of Security. The PBA Director of Security will perform additional background checks and will determine whether the proposed employee meets suitability standards for unescorted access to PBA managed property. The successful Contractor(s) should allow up to five business days for an employee to be approved or denied for unescorted access within any PBA managed facility. Certain background checks may require additional time. PBA will notify the successful Contractor(s) upon final determination. Under no circumstances shall a Contractor's or Subcontractor's employee begin work on a PBA property prior to receiving authorization by PBA.

PBA reserves the right to alter the requirements for background checks on a project-by-project basis; these include, but are not limited to, finger printing and checks that will satisfy the requirements of T.C.A. § 49.5.113. PBA reserves the right to waive certain background checks. Certain felony convictions will prohibit individuals from providing services unescorted at PBA facilities. All costs associated with background checks will be the responsibility of the Contractor.

2.6 BOOKS AND RECORDS: Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.7 CHILD LABOR: Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

2.8 COMPLIANCE WITH ALL LAWS: Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.9 DEFAULT: If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, PBA may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. PBA expressly retains all its rights and remedies provided by law in case of such breach, and no action by PBA shall constitute a waiver of any such rights or remedies. In the event of termination for default, PBA reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.10 GOVERNING LAW: The resulting Contract from this solicitation shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

2.11 INCORPORATION: All specifications, drawings, technical information, Request for Proposals, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

- 2.12 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless PBA, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.13 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that PBA shall not be responsible for any payment, insurance or incurred liability.
- 2.14 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until PBA inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by PBA. PBA reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.15 IRAN DIVESTMENT ACT:** By submission of this proposal, each company and each person signing on behalf of any company certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each company is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.16 LIMITATIONS OF LIABILITY:** In no event shall PBA be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if PBA has been advised of the possibility of such damages.
- 2.17 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of PBA as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.18 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposals, (3) Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.19 PUBLIC RECORDS ACT:** PBA is subject to the Tennessee Public Records Act § 10-7-503 et seq. Suppliers are cautioned that all documents submitted on behalf of this RFP will be open to the public for viewing and inspection and PBA will comply with all legitimate requests.
- 2.20 REMEDIES:** PBA shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.21 RIGHT TO INSPECT:** PBA reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.22 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.23 TAX COMPLIANCE:** Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective federal, state, county, and city taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the PBA Procurement Division.

- 2.24 **TERMINATION:** PBA may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.25 **WARRANTY:** Contractor warrants to PBA that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to PBA all warranties allowed under the U.C.C.

Contractor shall provide copies of warranties to PBA. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **ACCEPTANCE:** Contractors are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by PBA so stating.
- 3.2 **ADDITION/DELETION OF LOCATIONS AND/OR GOODS/SERVICES:** PBA may, but will not be required to, request the supplier to add/delete locations and/or goods/services for PBA. The successful supplier agrees that upon written designation by PBA, it will add/delete such locations and/or goods/services under the Contract. Pricing for any additional/deleted locations and/or goods/services will be negotiated with the supplier. Approvals must be in writing; there will be no verbal authorizations. PBA may delete from the Contract locations and/or goods/services in the pricing sheet without terminating the entire Contract.
- 3.3 **AGENCY CONTACTS:** Contractor(s) will be given a list of key personnel directly associated with the service to be performed for contact information. Only the PBA Procurement Division will have the authority to make changes during the term of this agreement and in compliance with the resulting Contract.
- 3.4 **CERTIFICATION:** Contractor's equipment operators must be certified in the proper operation of the equipment they will use under this Term Contract (e.g. CDL license). Certifications of technicians **must be included** in the response package. It will be the awarded contractor's responsibility to maintain current certifications with the PBA Procurement Division for the duration of the Contract.

Contractor(s) must obtain (at the contractor's expense) and submit copies with their proposal, all permits and licenses required by law or ordinance and maintain the same in full force and effect for the full term of the Contract.

- 3.5 **CHANGES AFTER AWARD:** It is possible after award that PBA may change its needs or requirements. PBA reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, PBA reserves the right to consider accepting these charges provided the contractor(s) can document the increased costs. PBA also reserves the right to accept proposed service changes from the contractor(s) if they will lower the cost to PBA and/or provide improved service.
- 3.6 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with a fax transmission or email. It is essential that the Contractor have an efficient and properly working fax machine or email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers, fax numbers and/or email addresses for the agency contacts. These individuals must be familiar with the PBA Contract and have the authority to make adjustments as requested by PBA.
- 3.7 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all city, county, state and federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, the contractor will bear all costs arising from them.
- 3.8 **CONTACT PERSONNEL:** It will be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the PBA account be handled efficiently and professionally. PBA should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the PBA account, the Contractor will formally introduce the new contacts to PBA personnel. These contacts must be knowledgeable of PBA's account to avoid any interruption of service.

- 3.9 CONTRACT EXECUTION:** The award of this RFP may result in a Contract between PBA and the successful Contractor(s). The Contract must be voted on by the PBA Board of Directors and receive a majority vote. The PBA Procurement Division will draft the Contract. The PBA Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected. Contractors are hereby cautioned that no Contract will be binding on PBA unless signed by the PBA Administrator/CEO, as appropriate.
- 3.10 CONTRACTOR'S DUTIES:** All work performed under this Contract must be performed in accordance with all provision of these specifications. By submitting a proposal, the owner or their representative acknowledges and accepts this clause. The Contractor will be presumed to have made a reasonable inspection of the premises prior to the time of proposal and will be held responsible for all information available through such inspections. The Contractor will immediately upon discovery, bring to the attention of PBA any conflicts that may occur among the various provisions of the specifications. PBA will resolve such conflicts and will be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of PBA will allow PBA to require any changes deemed necessary before acceptance by PBA.
- 3.11 DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the PBA department.
- 3.12 DRUG-FREE WORKPLACE PROGRAM:** If Contractor has five or more employees receiving pay, Contractor must have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, must obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and must provide the Affidavit required by Public Acts, 2000, Chapter 918. Contractor will ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.
- 3.13 EVALUATION CRITERIA:** PBA will evaluate the submitted proposals and make a determination of the firm, or firms, with which negotiations will ensue. The factors that will be considered in the evaluation of Proposals are:

3.13.1 Proposer's Qualifications, Key Personnel, Service, and Capabilities – 35 Points

- a. Qualifications of staff and availability of staff based on current and projected workload;
- b. Number of Panduit certified technicians;
- c. Past projects of similar scope;
- d. Demonstrated ability to meet schedules and perform efficiently without compromising sound practice;
- e. Project performance with cost estimating track record. Provide project information for the last three projects of similar scope, listing the projected construction cost, the actual construction cost, amount of change orders, start date, completion date, client name and current phone number.
- f. Evidence of licensure;
- g. Litigation history.

3.13.2 Project Approach – 35 Points

- a. Ability to work within project timeline;
- b. Proposed staff availability and assignment of work;
- c. Level of commitment to this project for PBA.

3.13.3 Pricing – 30 Points

PBA reserves the right to ascertain whether or not the prices submitted are realistic and within the competitive range for these products and this type of service. PBA will consider past experiences and/or concerns with companies during the evaluation stage.

- 3.14 EVALUATION REVIEW AND PROCEDURES:** PBA will incorporate the following review procedures in the evaluation of the submitted proposals.

- 3.14.1** PBA reserves the right to eliminate proposals that are clearly non-responsive to the stated requirements.
- 3.14.2** Each proposal received will be evaluated to determine if the proposer meets the minimum criteria and the degree to which the proposal is responsive to the requirements of this document. Therefore, proposers must exercise particular care in reviewing the Proposal Format required for this RFP.

- 3.14.3 The detailed evaluation that follows the initial examination may result in more than one finalist. At that point, PBA may request additional information or presentations by proposers and/or carry out contract negotiations for the purpose of obtaining best and final offers.
- 3.14.4 PBA reserves the right to visit the office(s) and or site(s) of the proposer(s) in order to inspect the facilities and meet key personnel.
- 3.14.5 PBA 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.
- 3.14.6 Receipt of a proposal by PBA or a submission of a proposal to PBA offers no rights upon the proposer nor obligates PBA in any manner.
- 3.14.7 PBA reserves the right to waive minor informalities in proposals, provided that such action is in the best interest of PBA. Any such waiver will not modify any remaining RFP's requirements or excuse the proposer from full compliance with the RFP's specifications and other contract requirements if the proposer is awarded the contract.

3.15 **EVALUATION REVIEW:** PBA reserves the right to use all pertinent information that might affect the PBA's judgment as to the appropriateness of an award to the best evaluated proposer(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's submittal, may also be noted and made part of the evaluation file. PBA will have sole responsibility for determining a reliable source. PBA reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of PBA.

3.16 **EXCEPTIONS TO SPECIFICATIONS:** Proposers taking exception to any part or section of these specifications must indicate such exceptions in their submittal. Failure to indicate any exceptions will be interpreted as the proposer's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions must be included in Tab IX of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal will not be reviewed or considered.

3.17 **FORCE MAJEURE:** The successful Contractor(s) will not be held responsible for acts beyond the control of the parties to which a Contract is awarded. PBA recognizes that national and/or international occurrences, unforeseen and beyond control of the contractor, may impact distribution costs. The pricing offered as a result of this RFP is to be based upon known and calculated expenses; therefore, should unexpected occurrences (e.g.: natural disasters, drought, war) happen as stated above, the Contractor(s) may request relief only for the duration of said occurrence.

3.18 **GRATUITIES AND KICKBACKS:** It will be a breach of ethical standards for any person or company 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 sub-contract or to any solicitation or proposal therefore.

It will 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 PBA contracts.

3.19 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof the Contractor's willingness to obtain and maintain the insurance, the proposer must complete, sign and have their insurance agent sign the attachment and submit it with their proposal.

Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing The Public Building Authority of the County of Knox and the City of Knoxville, Tennessee as additional insured; Endorsement Page(s) must be included. It will be the successful Contractor's responsibility to keep a current COI and Endorsement Page(s) on file with PBA Procurement as long as the Contract is in effect.

- 3.20 INTERPRETATION:** No oral interpretation will be made to any Supplier regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an Addendum to the solicitation by the PBA Procurement Division.
- 3.21 INVOICE DETAIL:** PBA is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that PBA will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.
- PBA prefers that invoices be sent electronically. Electronic invoices should be sent to invoices@ktnpba.org; **OR** invoices may be mailed to: Public Building Authority, ATTN: PBA Finance Department, 912 South Gay Street, Suite 710, Knoxville, TN 37902. Only one invoice method should be used. Invoices sent by facsimile will not be accepted. Invoices which do not adhere to these details may be returned to the Contractor for correction. Invoices must meet all other criteria listed herein.
- 3.21.1** The invoice must show the amount due to the Contractor by the PBA division or department.
3.21.2 Invoices must be submitted monthly until the project is completed.
3.21.3 The invoice must show the P.O. number, if applicable. If a P.O. was not issued, the Contract number should be listed.
3.21.4 The invoice must show the percentage of the project completed and being billed on the current invoice and the total percentage of the project completed to date as separate totals.
3.21.5 Invoices are to be original and uniquely pre-numbered.
3.21.6 Invoices that do not show this information are subject to rejection.
- 3.22 INVOICE REVIEW:** PBA will review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until PBA receives a correct invoice.
- 3.23 INVOICING PROCEDURES:** PBA requests that invoices be easy to read and understand. Each department or division of PBA is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desires to purchase from you. Do not credit payments to any other department's account. If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, please contact the PBA Finance Department at 865.215.4630 to determine its status. NOTE: The thirty (30) days does not start until PBA Finance has received an approved invoice for payment from the requesting department.
- There may be supplemental and/or additional invoicing and payment stipulations in addition to those listed herein that are applicable in more long-term projects. Any additional terms and conditions will be covered in other contractual documents.
- 3.24 NEGOTIATION:** PBA may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal must contain the proposer's best terms from a cost or price and service standpoint. PBA reserves the right to enter into Contract negotiations including, but not limited to, rates and term with the highest-rated proposer. If PBA and the selected proposer cannot negotiate a successful agreement, PBA may terminate said negotiations and begin negotiations with the next highest-rated proposer. PBA retains the right to negotiate with multiple proposers simultaneously. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer will have any rights against PBA arising from such negotiations.
- 3.25 NEW MATERIAL AND LEAD TIMES:** Unless specified otherwise in the proposal package, the proposer must provide new supplies. New, as used in this clause, means previously unused materials. Material includes, but is not limited to, raw material, parts, items, components, and end products. Proposer submission of other than new materials may be cause for the rejection of their proposal. Proposers will include a list of materials that may have long lead times that could affect the progress of the project. PBA and their designees will review these items with the awarded Contractor and proceed accordingly.
- 3.26 NEWS RELEASES BY CONTRACTORS:** As a matter of policy, PBA does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of PBA.

- 3.27 OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the Proposer makes a request in writing to the PBA Procurement Division **prior** to the time set for the closing of the RFP or unless PBA fails to accept within ninety (90) days after the date fixed for closing the RFP.
- 3.28 PERFORMANCE AND PAYMENT BONDS:** The successful Contractor(s) may be required to submit a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one project exceeds \$100,000 in value. The Bonds will be returned upon the successful and satisfactory completion of the project.
- 3.29 PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held on **January 26, 2022 at 9:00 am Eastern Time**, via Zoom. Please contact Karen Smitherman at ksmitherman@ktnpba.org to request an invitation to attend this conference. While this is not a mandatory pre-proposal conference, prospective respondents are encouraged to attend. Please review the RFP before this meeting and have a copy with you.
- 3.30 PROJECT APPROACH:** The proposer's response must contain a thorough description of the planned approach to the project, if awarded. This approach will include the number of crews assigned to the project, the number of members for each crew, and the planned schedule to complete the work.
- 3.31 PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the Proposer and sufficient evidence showing that the Proposer is capable of providing the goods and services. The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet PBA's needs. The proposal must also contain an explanation of the proposer's ongoing commitment to service.
- 3.32 PROPOSAL EVALUATION:** In evaluating the proposals, PBA reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all of the successful proposal in selecting an operation which is judged to be in the best interest of PBA. All material submitted becomes the property of PBA.
- 3.33 PROPOSALS REQUESTED ON BRANDS OR EQUAL:** Unit price proposals are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the proposal. It will be the responsibility of the suppliers, including suppliers whose product is referenced, to furnish with the proposal such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a proposal.
- 3.34 PROPOSED COST:** Respondent's documentation regarding cost must be submitted in a separate, sealed envelope within their submittal package. This documentation will include the Bid Bond, Bid Form and Bill of Materials. Only the Proposed Cost for the respondent(s) that are deemed responsive and responsible will be opened and considered for evaluation; the minimum qualifications must be met.
- Lowest proposed cost is defined as the lowest cost proposed by a proposer who fulfills the minimum qualifications. The scores for proposed cost will be included in the evaluation rankings from the qualifications and project approach for a total final score and final ranking of each qualified proposer.
- 3.35 PROPOSER INTERVIEWS:** PBA requests that proposers demonstrate their capabilities as well as a thorough knowledge of the intent of this RFP. PBA reserves the right to request interviews to gain additional insight into the capabilities and features of the proposed services and to ask questions regarding any portion of same.
- 3.36 PROPOSER OBLIGATION:** Each supplier must become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this RFP. The failure or omission of a supplier to become acquainted with existing conditions will in no way relieve the supplier of any obligations with respect to this RFP or to the Contract.
- 3.37 QUALIFICATION OF PROPOSERS:** Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the Finance Director that it has the necessary facilities, ability, and financial resources to furnish the services specified herein in a satisfactory manner, and the proposer may also be required to show past history and references which will enable the Finance Director to be satisfied as to the proposer's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.
- 3.38 QUANTITIES:** PBA does not guarantee any quantities of services or materials to be purchased from this Contract.

3.39 REFERENCES: Proposers must submit a list of up to three (3) references with which you have provided this type of service within the past three (3) years; contracts must be of similar size and in effect for one (1) year or longer. Show the name of the agency or institution, person to contact, their telephone number and the nature and size of the Contract. Do not list the Public Building Authority of the County of Knox and the City of Knoxville, Tennessee as a reference. References must be submitted on Attachment G of this RFP.

Each proposer is responsible for obtaining approval to submit and confirming the contact information provided for each reference. PBA will not be responsible for gathering additional information for references that are incomplete or incorrect. Reference verification forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be evaluated accordingly.

3.40 REJECTION OF PROPOSALS: PBA reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of PBA may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal will be construed as meaning simply that the PBA does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to PBA for the particular services proposed.

3.41 REMOVAL OF CONTRACTOR'S EMPLOYEES: The successful Contractor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. PBA may require that the successful Contractor(s) remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of PBA.

3.42 REPORTS: Successful Contractor(s) may be asked to generate needed reports or historical records. Examples include, but are not limited to, past purchases, dates of installation, and/or products used. PBA will expect to receive prompt and legible reports. There will be no additional costs for these reports, if requested.

3.43 SAFETY: Contractor(s) will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings must be protected by the Contractor from damage, which might be done or caused by works performed under this Contract. Such damages to the foregoing must be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the contractor.

3.44 SAFETY EFFORTS: The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, and construction codes must be observed. The Contractor(s) must also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

Contractor(s) will be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) will also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

3.45 SAFETY TRAINING: The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Proposers, by submission of their proposal, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this Contract.

3.46 SITE VISIT: There will be one site visit available on **January 27, 2022**. PBA staff will be at the site from **1:30 p.m. to 2:30 p.m. Eastern Time**. Full PPE will be required (e.g. hard hat, safety vest, hearing protection, proper shoes). Due to ongoing work being performed at the site, this will be the only time for interested firms to tour the facility. Please confirm your intent to attend the site visit by contacting Karen Smitherman at ksmitherman@ktnpba.org.

3.47 SUBMIT QUESTIONS: Prospective Companies may submit questions concerning this solicitation until **4:30 p.m. Eastern Time on February 03, 2022**. Submit questions as noted in Section 1.1.

It is the responsibility of the prospective companies to review the entire RFP packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. The deadline for questions also applies to specifications that are ambiguous or restrictive.

SECTION IV SPECIFICATIONS

- 4.1 SCOPE OF WORK:** PBA intends for this solicitation to set forth and convey to prospective Contractors the general type, character, and quality of Structured Voice and Data Cabling; Revised Television Cable System (911 and EMA); Grounding and Bonding; and Firestopping for the City Safety Complex as desired by PBA. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein. This work must include all supervision, labor materials, equipment, supplies, licenses, and insurance required to fulfill the specifications in this solicitation.
- 4.2 CONTRACTOR'S RESPONSIBILITIES:** All work performed under this Contract must be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the PBA. The Contractor will be presumed to have made a reasonable review of the scope of services prior to the time of proposing and will be held responsible for all information available through solicitation and their response documentation. The Contractor must immediately upon discovery, bring to the attention of the PBA any conflicts that may occur among the various provisions of the specifications. Failure of the Contractor to bring conflicts or exceptions to the attention of PBA will allow PBA to require any changes deemed necessary before acceptance by PBA.
- 4.2.1** Contractor(s) must provide competent supervision and competent workers. The Contractor(s) may be required to always have a job site supervisor present when work is being performed. At a minimum, the Contractor(s) will be required to have a supervisor on site at the start of each job for a minimum of one hour and available to be on site whenever there is a problem that requires supervision.
- 4.2.2** Contractor(s) will be required to have available ample equipment and staff to complete multiple projects simultaneously for as required by PBA during the Contract period.
- 4.2.3** Contractor(s) must have a 24/7 point of contact (e.g. voicemail or email) where messages may be left. Contractor(s) must reply to messages within 24-hours that are left during normal business hours.
- 4.2.4** Contractor(s) must take precautions necessary to protect persons or property against injury or damage. Contractor(s) will be responsible for any such damage or injury to property or persons that occurs as a result of their fault or negligence.
- 4.2.5** Contractor(s) must dispose of all debris in appropriate containers.
- 4.3 PROJECT PLANS AND SPECIFICATIONS:** Plans may be obtained by submitting a request to Karen Smitherman via email at ksmitherman@ktnpba.org. Each firm must execute and return a Non-Disclosure Agreement prior to project documentation being provided.
- 4.4 SERVICES:**
- 4.4.1** Work may be performed during business hours, weeknights (after business hours), or on weekends whichever is in the best interest of PBA and/or their clients and will be at the discretion of the PBA designee.
- 4.4.2** The PBA designee will have the sole authority to set the schedule for services to be provided. Normal operating schedules and traffic patterns will be considered in order to schedule the project with the least amount of interruption to the daily operations of buildings and other contractors. Any mid-work changes to schedule or scope must be approved in writing by the PBA designee and the PBA Procurement Division.
- 4.4.3** It will be the awarded Contractor's responsibility to maintain the work zone in a clean manner so that foot traffic is not impeded, and no debris is carried into other areas of the facility. The work area must be cleaned prior to leaving the site. In the event that a portion of the project will take multiple days, the Contractor will store all materials in an area as directed by the PBA designee.
- 4.4.4** Testing and As-Built Drawings to be provided by awarded Contractor.
- 4.4.5** Cables remain in KPD cubicles; two per cube.
- 4.5 SUPPLEMENTAL INSTRUCTIONS:**
- 4.5.1** It is not necessary to return pages 1 through 14.
- 4.5.2** Page 34 must be completed and affixed to the outside of your submittal envelope.
- 4.5.3** Pages 15 and 16 should be used as a checklist when completing your submittal.
- 4.5.4** Page 17 is to be completed and submitted in a separate, sealed envelope with your Bid Bond and Bill of Materials.
- 4.5.5** Pages 29 through 33 are sample documents for Bonds.
- 4.5.6** Pages 18 through 28 must be completed and returned.

4.6 **WARRANTY:** All materials must carry the manufacturer's warranty and all labor will be warranted for quality workmanship for one year. Panduit and General are the only acceptable copper solution for this project. The awarded Contractor must provided PAN-Gen warranty as part of their closeout documents.

SECTION V PROPOSAL FORMAT PROPOSAL NUMBER 2022.003, LOW VOLTAGE CABLING FOR CITY OF KNOXVILLE PUBLIC SAFETY COMPLEX

Proposers are to use the following format for the preparation and submission of their proposals. These instructions are to ensure that submissions contain the information and documents required by PBA and that the submissions received have a degree of uniformity in presentation of the material to facilitate evaluation. Documents must be bound, and the cover must have the name and number of the Request for Proposals, the closing date of the Request for Proposals, and the respondent's company name. Failure to follow this format and/or not submitting a complete response may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer. We reserve the right to amend the RFP by Addendum prior to the final date of Proposal submission.

TAB I COVER LETTER

Include cover letter authorizing the submission of the proposal **signed** by a principal of the company.

TAB II PROPOSER INFORMATION

- Company Name, address and telephone/fax numbers, website address
- Proposer's email address
- Business Tax License (City and County, if applicable)
- Registration to do business in the state of Tennessee
- Employer Identification Number (EIN)
- Contact name(s), telephone number(s), and email address(es)
- Location of the office from which service will be provided, if awarded. Please include hours of operation.
- Information noting whether your Company is Minority-, Women-, Veteran-Owned, Small business, or a combination thereof as detailed in Section 1.15. Include any third party or other certification supporting the Company's designation(s).
- Will you accept PBA's Credit Card as payment as detailed in Section 1.20?
- Will you allow PBA designees to tour and inspect your facility(ies) as detailed in Section 2.21?
- Will you offer a discount for payment (e.g. prompt payment, EFT)?

TAB III ACKNOWLEDGEMENT OF ADDENDUM(S)

Proposers are to acknowledge receipt of any addendum(s) for this RFP.

TAB IV PROPOSED COSTS – NOTE: These items are to be included in a separate, sealed envelope within your submittal package.

- Proposers are to complete and include Section VI – Pricing
- Proposers are to include a Bid Bond in the amount of 5% of their total proposed price
- Bill of Materials

TAB V COMPANY'S QUALIFICATIONS, KEY PERSONNEL, SERVICES, & CAPABILITIES

Proposers are to detail the Company's experience, capabilities and resources relating to the services requested in this RFP.

Proposers are to include:

- Form of business and general credentials of the Company
- Number of years in business
- Number of commercial clients
- Annual local sales
- Number of years of experience providing the services requested in this RFP
- An organizational chart of your company noting key personnel, titles, and number of years with the Company
- Resume for key personnel assigned to project team to include related project accomplishments, tenure with the company, list of certifications achieved, or training completed relevant to this RFP
- Number of local employees by job classification to be utilized for this Contract, if awarded
- Copies of all certifications of persons (e.g. technicians and support staff) to be assigned to PBA's account
- Current and past experience and performance in providing these services for three (3) projects of a similar magnitude; cost and completion information to be included
- Current projects in work, projected workload and availability of personnel

- Depth of the firm, including capabilities and availability of resources
- List of equipment owned that will be available for use under this Contract, if awarded
- Copy of current State of Tennessee Contractor's license
- List of firm(s) and the proposed task(s) for each firm you intend to sub-contract any portion of the Contract to, if awarded
- Litigation history for the last ten (10) years

TAB VI **COMPANY'S PROJECT APPROACH**

Proposers are to detail the Company's planned approach for completing this project relating to the services requested in this RFP (e.g.: number of crews, number of members per crew, timeline).

TAB VII **WARRANTY**

Proposers must submit and include their complete warranty information for all products they are including in their proposal.

TAB VIII **REFERENCES**

Proposers must return their References as detailed in Section 3.40. The Public Building Authority of the County of Knox and the City of Knoxville, Tennessee may not be used as a reference.

TAB IX **EXCEPTIONS TO SPECIFICATIONS**

Proposers must state exceptions to specification, if any, as detailed in Section 3.16.

TAB X **ATTACHMENTS**

- Proposers must include the fully executed Statement Concerning Conflicts of Interest Affidavit as detailed in Section 1.6.
- Proposers must return the fully executed Iran Divestment Act signatory page as detailed in Section 2.15.
- Proposers must include the fully executed Drug-Free Workplace Affidavit as detailed in Section 3.12.
- Proposers must return the Insurance Checklist with their proposal as detailed in Section 3.19.

TAB XI **ADDITIONAL INFORMATION**

Proposers may submit additional information regarding their company and the services they offer, believe are necessary to fully provide the services, or believe would be beneficial to PBA within the context of the services requested in this RFP. NOTE: Please specify and include documentation regarding unique equipment or capabilities. Proposers may include advertisements, letters of recommendation, awards, et cetera.

Failure to include any of the above information or any other information requested may result in the proposer being disqualified.

SECTION VI CONTRACTOR PRICING FOR PROPOSAL NUMBER 2022.003, LOW VOLTAGE CABLING FOR CITY OF KNOXVILLE PUBLIC SAFETY COMPLEX (BID FORM)

CONTRACTOR'S NAME: _____

6.1 LUMP SUM TOTAL FOR PROJECT: _____ (in numerals)

_____ Dollars and _____ Cents
(spelled out)

6.2 ADDITIONAL PRICING DETAILS: PBA is requesting that proposers include pricing for a few additional items as noted below. These prices will be used in the event that there are revisions to the plans or scope of work during the negotiations phase of the solicitation.

	Crafts Type	Price per Hour Day Shift	Price per Hour Night Shift	Price per Hour Weekend Shift
6.2.1	Certified Technician	\$	\$	\$
6.2.2	Project Manager	\$	\$	\$
6.2.3	Team Lead	\$	\$	\$
6.2.4	Other	\$	\$	\$
6.2.5	Other	\$	\$	\$

	Price per UOM (includes all supplies)	UOM	Price per Each
6.2.6	Jacks by drop	EA	\$
6.2.7	Faceplates by drop	EA	\$
6.2.8	Cabling Cat-6 per 1,000 feet	EA	\$
6.2.9	Cabling Cat-6a per 1,000 feet	EA	\$

ATTACHMENT A
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2022.003

RESOLUTION
Respecting Conflicts of Interest for Employees & Contractors
ADOPTED JANUARY 5, 1996

WHEREAS, the Public Building Authority of the County of Knox and the City of Knoxville, Tennessee, has operated with informal conflict of interest rules and

WHEREAS, such informal rules have served the PBA well to this point in time, and

WHEREAS, the PBA is being called upon to perform services beyond the ownership and operation of the City County Building, and

WHEREAS, it is now deemed appropriate that certain formal standards be adopted, and

WHEREAS, it is contemplated that a disadvantage of formal standards is the inability to cover all potential situations that may arise, and

WHEREAS, in adopting written standards it is clearly the intent of the of the Board of Directors of PBA that the standards are to be understood to serve the underlying purpose of maintaining public trust and confidence in the openness, fairness and honesty of actions of PBA without narrow reliance being placed upon precise wording of the standards;

NOW THEREFORE, it is received by the Board of Directors of the Public Building Authority of the County of Knox and the City of Knoxville, Tennessee;

SECTION ONE: That the following standards of conduct are hereby established:

1. No official or employee of PBA or any family member, shall accept anything of value from any person who performs services for, or sells or supplies anything to PBA unless the same is immediately disclosed in writing to the Executive Committee. Providers of professional services under contract are not subject to this standard but are subject to Standard No. 2 and No. 3.
2. All persons who are involved on behalf of PBA in the process of awarding contracts for performance of services or supplying goods, shall disclose to the Board of Directors all economic association or kinship with the persons or principals who are under consideration for this contract.
3. No person who is involved on behalf of PBA in the process of awarding a contract shall have direct or indirect interest in the proceeds of the contract except upon full disclosure to the Board of Directors.
4. Any person who submits a bid or proposal or negotiates with respect to a contract to supply goods or services shall contemporaneously in writing advise the PBA:
 - a. Of all economic association and kinship relationship with any officer or employee of PBA, or any holder of a Knox County or the City of Knoxville public office or an employee of Knox County or the City of Knoxville, or any of their agencies or boards.
 - b. Whether there is an agreement to pay a commission to any other person with an identification of such other person.

SECTION TWO: The following procedures shall apply:

1. Upon receipt of any information or written disclosure respecting a possible conflict of interest, counsel for PBA may be directed to give written advice to PBA both with respect to any legal implications and any perceived ethical considerations implicit in the situation.
2. If the matter should involve counsel, (such as the counsel's contract to provide legal services), the Executive Committee shall consider whether to obtain independent legal advice to consider such possible conflict of interest.

3. All contracts which are the subject of a disclosure of information described in these standards shall be considered by the full Board. The subject disclosure and the action of the Board respecting the same shall be evidenced in the minutes of the Board of Directors.
4. All persons submitting a proposal for a contract for goods or services are to understand that the Board of Directors may refuse to award a contract where, in the sole discretion of the Board, such a conflict of interest or ethical consideration is of such substance and nature as will diminish the public's confidence in the openness, fairness and honesty of actions of PBA. A copy of this resolution will be supplied to all persons who bid or negotiate for the supplying of services or goods and all requests for proposal or bid issues by PBA shall incorporate this resolution as a condition.
5. A failure to disclose in accordance with these standards shall be subject to such sanctions as the Board of Directors may determine including but not limited to discharge or termination of contract and/or disgorgement of benefits.

(NOTE: Mechanically, in routine matters, a proposal to PBA will be accompanied by a disclosure of possible conflicts of interest on a form to be supplied by PBA. The administration will initially review the same to determine if legal advice may be needed and may request the same. When the proposed contract is presented for approval to the Board, a copy of the disclosure statement and any response of legal counsel will be supplied to Board members. If the Board determines that the disclosed matters are not substantial or significant to their decision, the minutes will refer to the disclosure statement and reflect the action for the Board in concluding the matters are not substantial or significant.)

**ATTACHMENT B
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2022.003**

**AFFIDAVIT CONCERNING CONFLICTS OF INTEREST AND COMMISSIONS AND NON-DISCRIMINATION
REGARDING POTENTIAL CONTRACTS WITH THE PUBLIC BUILDING AUTHORITY
OF THE COUNTY OF KNOX AND CITY OF KNOXVILLE, TENNESSEE**

The undersigned is in the process of submitting a response to a Request for Proposals issued by the Public Building Authority of the County of Knox and City of Knoxville, Tennessee ("PBA").

The undersigned acknowledges that it has received and reviewed a copy of the PBA Conflict of Interest Policy, a copy of which is attached above.

The undersigned agrees to be bound by the terms of the Conflict of Interest during the selection process and during the term of any services, which the undersigned may provide or render to PBA in connection with the project.

The undersigned hereby certifies to PBA as follows:

1. The Response to the Request for Proposals submitted by the undersigned is not the result of, or affected by, any unlawful act of collusion with any other Person (defined below) engaged in the same line of business or commerce, or any other act prohibited by the laws, rules and regulations of the United States of America or the State of Tennessee.
2. Except as set forth below, no person involved in the submission of the proposal has any financial, business, or economic association or interest or kinship relationship with (i) any officer, director or employee of PBA, (ii) any holder of a public office of Knox County or the City of Knoxville, (iii) any employee of Knox County or the City of Knoxville, or (iv) any agency or board of Knox County or the City of Knoxville or any officer, director or employee thereof. A kinship relationship means a person's spouse, parent(s), stepparent(s), grandparent(s), sibling(s), child(ren), stepchild(ren), niece(s), nephew(s), and those similarly related to a person by marriage.
3. Except as set forth below, neither the undersigned nor any other person involved in submitting the proposal to PBA has entered into an agreement to pay, or has paid, directly or indirectly, a commission, fee or any other form of consideration to any other person in connection with the proposal submitted to PBA or any contract for services to be rendered to PBA. Furthermore, except as set forth below, neither the undersigned nor any other person involved in submitting the proposal to PBA has or will give, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind prohibited by the PBA Conflict of Interest.
4. During the performance of services pursuant to any contract with PBA, the undersigned agrees that it will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or physical impairment, except when religion, sex, national origin or physical impairment is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
5. During the performance of services pursuant to any contract with PBA the undersigned will comply with the PBA Conflict of Interest and not take, or fail to take, any action that would constitute a breach of the PBA Conflict of Interest or render this Certificate untrue.
6. For the purpose of this Certificate, the term "person" means any individual, partnership, corporation, limited liability company, trust, unincorporated association, joint venture or other entity, or a governmental body.

Complete for acknowledgement and agreement to comply below.

ECONOMIC ASSOCIATION OR KINSHIP RELATIONSHIPS

Person/Entity

Relationship

COMMISSIONS

Payee Name

Payee Address

Agreed Commission

BY (Authorized Representative, Organization)

DATE

PRINTED NAME

TITLE

ADDRESS

SWORN TO AND SUBSCRIBED BEFORE ME

This _____ day of _____, 20_____

Notary Public

My Commission Expires: _____

(Affix seal)

ATTACHMENT C
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2022.003
INSURANCE CHECKLIST

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS FOR ALL ITEMS LISTED BELOW.

The Contractor must provide proof of insurance prior to execution of the Contract in the amount specified herein. The Contractor must purchase and maintain, during the life of the Contract, the following insurance, which will be written for not less than the following limits:

1. Workers' Compensation and Employer Liability meeting the statutory limits mandated by the State of Tennessee and the federal laws.
2. Commercial General Liability Occurrence policy including coverage for Premises-Operations, Automobile Liability, Owner Hired/Non-Owner Hired, Independent Vendor, Completed Operations, Contractual Liability, and Personal and Advertising Injury:
 - a. \$1,000,000 Each Occurrence
 - b. \$2,000,000 General Aggregate
 - c. \$1,000,000 Personal & Advertising Injury
 - d. \$1,000,000 Products-Completed Operations Aggregate
3. Such coverage must be in effect prior to commencement of the Contract and include prior-acts endorsement. The Contractor(s) must maintain coverage in the same amount on a continual basis for at least five (5) years after the substantial completion of the work.
4. The Contractor must purchase a Following Form Umbrella policy to provide coverage in the amount of \$1,000,000 in excess of the coverages specified in Subparagraphs 1 and 2.
5. All insurance policies procured by the Contractor will provide for the waiver of subrogation of all claims against PBA, the City of Knoxville, Tennessee, and Knox County, Tennessee, and their respective officers, directors, agents, employees, agencies and Instrumentalities.
6. Carrier rating shall have a BEST's rating of A-VII or better or its equivalent.
7. The Contractor and/or its insurance carrier will be responsible for notifying PBA of any pending cancelation, non-renewal or material change in coverage in accordance with the policy provisions. Copy of policy provisions must be provided to PBA, if requested.
8. PBA must be listed as an Additional Insured on all policies except Workers' Compensation and Automobile. Endorsement Page(s) must be provided for each Certificate of Insurance as long as the Contract is in effect.
9. The Certificate of Insurance must show the RFP or Contract Number and Title.
10. **Insurance Agent's Statement and Certification: I have reviewed the above requirements with the Contractor named below and have advised the Contractor of required coverage.**

Agency Name

Authorizing Signature

11. **Contractor's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.**

Contractor's Name

Authorizing Signature

ATTACHMENT D
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2022.003
AFFIDAVIT OF COMPLIANCE WITH
IRAN DIVESTMENT ACT
TENNESSEE CODE ANNOTATED, SECTION 12-12-106

Comes _____, for and on behalf of
(Printed name of Principal Officer of Company)

_____, (the "Company") and, after being duly authorized by the
(Printed name of Company)
Company so to do, makes oath that:

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to the Iran Divestment Act, T.C.A. § 12-12-106.

Signature of Principal Officer

Title of Principal Officer

STATE OF: _____

COUNTY OF: _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____

Signature of Notary Public

My commission expires: _____

(Affix Seal)

ATTACHMENT E
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2022.003
TENNESSEE CODE ANNOTATED TITLE 50 EMPLOYER AND EMPLOYEE
CHAPTER 9 DRUG-FREE WORKPLACE PROGRAMS
Current through the 2021 First Extraordinary and the 2021 Regular Sessions

§ 50-9-101

(a) It is the intent of the general assembly to promote drug-free workplaces in order that employers in this state be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace and reach their desired levels of success without experiencing the costs, delays and tragedies associated with work-related accidents resulting from drug or alcohol abuse by employees. It is also the intent of the general assembly that employers obtaining certification as a drug-free workplace under rules promulgated by the bureau should be able to renew that certification on an annual basis without requiring repeated annual training of existing employees; provided, however, the employer certifies on a form prescribed by the bureau that all existing employees have undergone training at least once and have acknowledged annually in writing the existence of the employer's drug-free workplace policy. It is further the intent of the general assembly that drug and alcohol abuse be discouraged and that employees who choose to engage in drug or alcohol abuse face the risk of unemployment and the forfeiture of workers' compensation benefits.

(b) If an employer implements a drug-free workplace program in accordance with this chapter, which includes notice, education and procedural requirements for testing for drugs and alcohol pursuant to rules developed by the division, the covered employer may require the employee to submit to a test for the presence of drugs or alcohol and, if a drug or alcohol is found to be present in the employee's system at a level prescribed by statute or by rule adopted pursuant to this chapter, the employee may be terminated and forfeits eligibility for workers' compensation medical and indemnity benefits. However, a drug-free workplace program must require the covered employer to notify all employees that it is a condition of employment for an employee to refrain from reporting to work or working with the presence of drugs or alcohol in the employee's body and, if an injured employee refuses to submit to a test for drugs or alcohol, the employee forfeits eligibility for workers' compensation medical and indemnity benefits.

Acts 1996, ch. 944, § 50; 1997, ch. 533, § 17; 2016, ch. 1056, § 3.

TENNESSEE CODE ANNOTATED

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§ 50-9-113 State and local government construction contracts

(a) Each employer with five (5) or more employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that the employer has a drug-free workplace program that complies with this chapter, in effect at the time of the submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contract or award a contract for construction services with an employer who does not comply with this section.

(b) If it is determined that an employer subject to this section has entered into a contract with a local government or state agency and the employer does not have a drug-free workplace pursuant to this section, the employer shall be prohibited from entering into another contract with any local government or state agency until the employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then the employer shall be prohibited from entering into another contract with any local government or state agency for not less than three (3) months from the date the violation was discovered and verified and shall be prohibited from entering into another contract until the employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then the employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date the violation was discovered and verified and shall be prohibited from entering into another contract until the employer complies with the drug-free workplace program pursuant to this section.

(c) A written affidavit by the principal officer of a covered employer provided to a local government at the time the bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with this section.

(d) For the purposes of this section, "employer" does not include any utility or unit of local government. "Employer" includes any private company or corporation.

Acts 2000, ch. 918, §§ 1, 2.

TENNESSEE CODE ANNOTATED

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ATTACHMENT F
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2022.003
AFFIDAVIT OF COMPLIANCE WITH
DRUG-FREE WORKPLACE PROGRAM

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with The Public Building Authority of the County of Knox and the City of Knoxville, Tennessee to provide construction services, hereby states under oath as follows:

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

Further, Affiant saith not.

Signature of Principal Officer

Title of Principal Officer

STATE OF: _____

COUNTY OF: _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____

Signature of Notary Public

My commission expires: _____

(Affix Seal)

ATTACHMENT G
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2022.003
REFERENCES

CONTRACTOR'S NAME: _____

Proposer must submit a list of up to three (3) References with which you have provided this type of service within the past three (3) years; contracts must be of similar size and have been in service for one (1) year or longer, if applicable. Do not list the Public Building Authority as a reference.

Reference # 1

Name of Company: _____	
Contact Person: _____	Phone number: _____
Email address (required): _____	Fax number: _____
Nature of Contract: _____	
Services Provided: _____	
Dollar amount: \$ _____ (over the life of the Contract)	
Contract start date: _____	Contract end date: _____

Reference #2

Name of Company: _____	
Contact Person: _____	Phone number: _____
Email address (required): _____	Fax number: _____
Nature of Contract: _____	
Services Provided: _____	
Dollar amount: \$ _____ (over the life of the Contract)	
Contract start date: _____	Contract end date: _____

Reference #3

Name of Company: _____	
Contact Person: _____	Phone number: _____
Email address (required): _____	Fax number: _____
Nature of Contract: _____	
Services Provided: _____	
Dollar amount: \$ _____ (over the life of the Contract)	
Contract start date: _____	Contract end date: _____

ATTACHMENT H
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2022.003
LOBBYING CERTIFICATION

**LOBBYING CERTIFICATION
(APPENDIX A, 49 CFR PART 20)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (*To be submitted with each bid or offer exceeding \$100,000*):

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name of Contractor's Authorized Official

Title of Contractor's Authorized Official

Date

**ATTACHMENT I
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2022.003
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant/Contractor, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction,- violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default. If the primary participant (potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT/CONTRACTOR _____
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE
STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE
PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature of Contractor's Authorized Official

Name of Contractor's Authorized Official

Title of Contractor's Authorized Official

Date

ATTACHMENT J
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2022.003
BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and
_____ as Surety, are hereby held and firmly bound unto _____
_____ as Owner, in the penal sum of _____ for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, and administrators, successors and
assigns.

Signed, this _____ day of _____ 20_____.

The condition of the above obligation is such that WHEREAS the Principal has submitted to the
_____, a certain Bid, attached hereto and hereby made a part hereof, to enter
into a contract in writing for the

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set

_____(L.S.)
(Principal)

(Surety)

By: _____

(Affix Seal)

**ATTACHMENT J
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2022.003
PERFORMANCE BOND**

PERFORMANCE BOND

The form to be used for the Performance Bond shall be EJCDC No. 1910-28-A; 1996 Edition and shall be completed upon the issuance of the Notice of Award. Said document shall be considered a part of the Project's Contract Documents.

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business)

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date:

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

**ATTACHMENT J
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2022.003
PAYMENT BOND**

PAYMENT BOND

The form to be used for the Performance Bond shall be EJCDC No. 1910-28-b; 1996 Edition and shall be completed upon the issuance of the Notice of Award. Said document shall be considered a part of the Project's Contract Documents.

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business)

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date:

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

PROPOSAL ENVELOPE COVER
(ATTACH TO THE OUTSIDE OF PROPOSAL PACKAGE)

NAME OF SOLICITATION: LOW VOLTAGE CABLING FOR CITY OF KNOXVILLE PUBLIC SAFETY COMPLEX
REQUEST FOR PROPOSALS NUMBER 2022.003

DEADLINE FOR DELIVERY: 11:00 a.m. Eastern Time on February 11, 2022

DELIVERY PROPOSALS TO: Public Building Authority Procurement Division
912 South Gay Street, Suite 710
Knoxville, TN 37902

RESPONDENT: _____

STREET ADDRESS: _____

CITY, STATE & ZIP CODE: _____

TENNESSEE CONTRACTOR'S LICENSE NUMBER: _____

LICENSE EXPIRATION DATE: _____

LICENSE CLASSIFICATION: _____
(if applicable to this project) Dollar Limit

SUBCONTRACTORS TO BE USED DURING THIS TERM
(If no subcontract work is required, write "N/A" for each category)

ELECTRICAL: _____ License #: _____

Classification: _____ Expiration Date: _____

GEOHERMAL: _____ License #: _____

Classification: _____ Expiration Date: _____

HVAC: _____ License #: _____

Classification: _____ Expiration Date: _____

MASONRY: _____ License #: _____

Classification: _____ Expiration Date: _____

PLUMBING: _____ License #: _____

Classification: _____ Expiration Date: _____

ROOFING: _____ License #: _____

Classification: _____ Expiration Date: _____