

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 **Professional Auditing Services** as specified herein. Proposals must be received by **11:00 a.m. on February 16, 2023 Eastern Time**. Late proposals will neither be considered nor returned.

Please Deliver Proposals to:

**Proposal Number 2023.008
Public Building Authority – Procurement Division
610 Richards Street
Knoxville, Tennessee 37921**

The Proposal Envelope must show the Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 **ADDITIONAL INFORMATION:** PBA requires requests for additional information be routed to Karen D. Smitherman, NIGP-CPP, CPPB, PMP, Manager of Procurement and Internal Controls. Questions may be emailed to ksmitherman@ktnpba.org. Please include "Professional Auditing Services" in the subject line of the email. Information about the PBA Procurement Division may be obtained on the internet at <https://www.ktnpba.org/doing-business-with-pba>.
- PBA may use various words (e.g.: suppliers, vendors, bidders, proposers, and contractors) to describe parties interested in this solicitation.
- 1.2 **ACCEPTANCE:** Suppliers shall hold their price firm and subject to acceptance by PBA for a period of ninety (90) days from the date of the proposal 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 Request for Proposals (RFP).
- 1.4 **AWARD:** Award will be made to the most responsive, responsible supplier(s) meeting specifications, who presents the product(s) or service(s) that is in the best interest of PBA. PBA reserves the right to award this RFP on an item-by-item basis, a schedule basis, an all or none basis, or by multiple award, whichever is in the best interest of 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 regard 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 Director of Finance.
 - 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 supplier 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 Tennessee or the United States of America or the State of Tennessee. Please see Attachments A, B, and C.
- 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 **COOPERATIVE PURCHASING:** Suppliers must indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

- 1.9 COPIES:** PBA requires that proposals being submitted by hand be submitted with one (1) marked original and four (4) exact copies. **Suppliers must submit with their written response an exact electronic version of their proposal in one (1) single, complete .pdf file on a CD-ROM or flash drive format.** PBA requests that proposals be concise with no duplication of answers.
- 1.10 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, will, shall) are declarative statements and the supplier must comply with the condition. Failure to comply with any such condition may result in their proposal being deemed non-responsive and disqualified.
- 1.11 ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this solicitation, PBA's Procurement Division **will not** accept electronically transmitted proposals through PBA's On-Line Procurement System. Facsimile and email submission are strictly prohibited.
- 1.12 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.
- 1.13 EVALUATION OF TIE SOLICITATIONS:** A tie exists when two or more suppliers 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 solicitations will be broken by the following methods, in descending order of preference:
- 1.13.1** Life Cycle Costing techniques would be utilized to determine the lifetime cost of the item from each supplier. If either item was more expensive over its lifetime, it would not be considered.
 - 1.13.2** Delivery factors such as lead times, schedules and cost could be considered.
 - 1.13.3** Locality would be a factor of the decision. If either supplier was local or if one supplier was in the state of Tennessee and the other one was not, the award can be made to the supplier having local ties.
 - 1.13.4** If no other method of breaking the tie is useful, a publicly witnessed drawing of lots or coin toss can be utilized.
 - 1.13.5** 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 suppliers with scores that tie. PBA will then evaluate the best/final proposals from the tied suppliers to make a selection.
- 1.14 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 supplier registration and maintenance as well as on-line retrieval and submittal of quotes, bids, and proposals for our supplier-clients. When doing business with PBA we ask that you please go to our website at <https://www.ktnpba.org/doing-business-with-pba>, and click the link to register as a vendor on our on-line portal if you have not already done so. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.15 INCURRED COSTS:** PBA will not be responsible for any costs incurred by the supplier in the preparation of their proposal.
- 1.16 MINORITY-OWNED, 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.
- 1.17 MULTIPLE PROPOSALS:** PBA will consider multiple proposals that meet specifications.
- 1.18 NO CONTACT POLICY:** After the date and time that the supplier receives this solicitation, any contact initiated by any supplier with any PBA representative, other than the Procurement Division representative listed herein, concerning this RFP, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the supplier from this procurement transaction.

1.19 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. Suppliers 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.

1.20 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.

1.21 PROCESSING TIME FOR PAYMENT: Contractors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

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 suppliers, 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 suppliers 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 supplier's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals 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 proposals being submitted on paper must:

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 supplier 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 08, 2023**. 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 proposal document, the supplier acknowledges and accepts the terms and conditions stated in the document and will legally bind the supplier to PBA's request for goods and/or services.

1.28 SUPPLIER REGISTRATION: Prior to the closing of this RFP, **ALL PARTICIPATING SUPPLIERS** must be registered with the PBA Procurement Division. Supplier 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.

- 1.29 TAXES:** PBA purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.30 TERM CONTRACTS:** If this solicitation results in a term contract, PBA must receive all general price decreases that other similar customers receive.
- 1.31 TITLE VI:** It is the policy of PBA that all its services and activities be administered in conformance with the requirements of Title VI. Contractors 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. Contractors must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion, or national origin. Contractors 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 contractors must comply with Title VI of the Civil Rights Act of 1964 as codified in 42 U.S.C. 2000d. The successful contractor(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.
- 1.32 USE OF PROPOSAL FORMS:** Suppliers must complete the proposal forms contained in the solicitation package. Failure to complete the proposal forms may result in rejection of their proposal.
- 1.33 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 suppliers asserting 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 listed in Section 1.1 of 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 Director of Finance, in writing, within seven calendar days after the notice of the award or intent to award the contract is issued whichever is earlier. **PBA will not consider complaints filed electronically.** Complaints received more than seven calendar days 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; and
- 2.4.5** The original signature of the protestor.

The Director of Finance 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 Director of Finance 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 Director of Finance'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.

- 2.6 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 PBA 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. All contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. A copy of each current license or permit must be submitted with the response. Failure to submit copies of these documents may lead to rejection of the proposal.
- 2.9 CONFLICTING PROVISIONS:** In the event of inconsistent or conflicting provisions of the contract and any documents related thereto (including but not limited to the Request for Proposals, the proposal, the award, the special terms and conditions, the general terms and conditions, the specifications, and the drawings) the provision that grants PBA the greater rights and/or imposes the greater obligations on the contractor shall prevail.
- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 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.

- 2.15 INSPECTION AND ACCEPTANCE:** PBA will inspect and formally accept 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.
- 2.16 IRAN DIVESTMENT ACT:** By submission of this proposal, each supplier and each person signing on behalf of any supplier 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 supplier is not on the list created pursuant to Tennessee Code Annotated (TCA) § 12-12-106.
- 2.17 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.
- 2.18 NON-BOYCOTT OF ISRAEL ACT:** The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tennessee Code Annotated § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.
- 2.19 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.
- 2.20 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 after the completion of the evaluation, and PBA will comply with all legitimate requests.
- 2.21 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.
- 2.22 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.
- 2.23 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.
- 2.24 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.
- 2.25 TERMINATION:** PBA may terminate this agreement with or without cause at any time, by written notice of termination to the contractor. If the Public Building Authority terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the Public Building Authority, and the Public Building Authority shall have no further or other obligations to the Contractor:
- a. the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the project had not been terminated; and
 - b. the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the project.

2.26 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.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 INTENT: PBA intends for this solicitation to set forth and convey to prospective contractors the general type, character, and quality of professional auditing services as desired by PBA. The primary objective of requesting proposals is to determine which firm can offer the highest quality of service at the most reasonable cost. The RFP process also allows PBA the opportunity to explore different technical approaches that could benefit the finance department operations. 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.

3.2 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.

3.3 ACCOUNT SET-UP: The successful contractor(s) **will be required** to set up separate accounts for each PBA department that may use this term contract. Upon award of the contract, a list of all departments will be provided to the successful contractor(s). The successful contractor(s) will be required to invoice, as well as post payment, to the proper department.

3.4 ADDITION/DELETION OF GOODS AND/OR SERVICES: PBA may, but will not be required to, request the supplier to add goods and/or services for PBA. The successful supplier agrees that upon written designation by PBA, it will add such goods and/or services under the contract. Pricing for any additional goods and/or 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.

3.5 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.

3.6 AWARD LENGTH: PBA intends to issue a one (1) year award with the option to renew upon mutual consent of both parties. The term contract may be renewed for four (4) one-year periods, one (1) year at a time, for a possible total of five (5) years. The renewal option is at the discretion of PBA. PBA reserves the right to purchase these services from other sources if the need arises.

PBA reserves the right to revoke the award if a pattern of unavailability or other service issues arise with the contractor(s). Should PBA desire not to renew, no reason needs to be given.

3.7 CERTIFICATION: Contractor's employees assigned to PBA's account must be certified in the state of Tennessee to provide the services stipulated in this RFP (e.g. Certified Public Accountant license). Certifications of employees **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.

3.8 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.

3.9 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, and email addresses to the agency contracts. These individuals must be familiar with the PBA contract and have the authority to make adjustments as requested by PBA.

- 3.10 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the contractor, 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.
- 3.11 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.
- 3.12 CONTRACT EXECUTION:** The award of this RFP may result in a contract between PBA and the successful contractor(s). Depending on the contract price, the contract may require the approval of the PBA Board of Directors. The following documents will be incorporated into the contract: this RFP, any addenda issued for this RFP, and the successful firm(s) completed proposal. Contractors are hereby cautioned that no contract will be binding on PBA unless signed by the PBA Administrator/CEO, as appropriate.
- 3.13 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 the PBA.
- 3.14 DESTINATION AND DELIVERY:** Suppliers must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery will be FOB Destination.
- 3.15 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.
- 3.16 EVALUATION CRITERIA:** PBA will evaluate the submitted proposals and make a determination of the supplier, or suppliers, with which negotiations will ensue. The factors that will be considered in the evaluation of proposals are:

Technical Approach	40 Points
Firm's General Qualifications	35 Points
Fees (under separate cover)	20 Points
Government References	5 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.

When an evaluation committee is used, the total of all scores received for each category will be averaged for a total amount not to exceed the maximum total score assigned for each category each criterion.

The award will not be based solely on the lowest price or the highest evaluation score on the above stated criteria. The award will be based on Best Value, which will be determined by PBA based on not only the price, the evaluation scores, but also all other factors stated in this RFP and each supplier's responses thereto.

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

3.17.1 PBA reserves the right to eliminate proposals that are clearly non-responsive to the stated requirements.

- 3.17.2** Each proposal received will be evaluated to determine if the supplier meets the minimum criteria and the degree to which the proposal is responsive to the requirements of this document. Therefore, suppliers must exercise particular care in reviewing the Proposal Format required for this RFP.
- 3.17.3** 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 suppliers and/or carry out contract negotiations for the purpose of obtaining best and final offers.
- 3.17.4** PBA reserves the right to visit the office(s) and or site(s) of the supplier(s) in order to inspect the facilities and meet key personnel.
- 3.17.5** 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.
- 3.17.6** Receipt of a proposal by PBA or a submission of a proposal to PBA offers no rights upon the supplier nor obligates PBA in any manner.
- 3.17.7** 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 requirements of the RFP or excuse the supplier from full compliance with the RFP's specifications and other contract requirements if the supplier is awarded the contract.
- 3.18** **EVALUATION REVIEW:** PBA reserves the right to use all pertinent information that might affect PBA's judgment as to the appropriateness of an award to the best evaluated supplier(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.
- 3.19** **EXCEPTIONS TO SPECIFICATIONS:** Suppliers 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 supplier'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 VIII 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.
- 3.20** **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.
- 3.21** **GRATUITIES AND KICKBACKS:** It will be a breach of ethical standards for any person or supplier 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.
- 3.22** **INSURANCE:** The successful contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the contractor's willingness to obtain and maintain the insurance, the supplier must complete, sign, have their insurance agent sign, and submit the attachment 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.

3.23 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.

3.24 INVOICE DETAIL: Until a P.O. is in place, work is not to be performed nor are goods to be delivered. P.O.s authorize work and obligate payment. PBA does not have a legal obligation to pay for work performed or products provided without a P.O. in place.

PBA requires invoices 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 invoices be sent electronically; electronic invoices should be sent to invoices@ktnpba.org. Alternatively, invoices may be mailed to: Public Building Authority, ATTN: PBA Finance Department, PO Box 2505, Knoxville, TN 37901. 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.

3.24.1 The invoice must show the amount due to the contractor by the PBA division or department.

3.24.2 Invoices must be submitted when a phase of work is completed.

3.24.3 The invoice must show the P.O. number, if applicable. If a P.O. was not issued, the contract number should be listed.

3.24.4 The invoice must show an itemized detailed material count, including: the date(s) of delivery or service, the level of staff providing the service, the associated unit price as stated in the contract, and the number of hours worked.

3.24.5 Invoices are to be original and uniquely pre-numbered.

3.24.6 Invoices that do not show this information are subject to rejection.

3.24.7 Invoices are to be submitted within 60 days of the date the goods or services were delivered to PBA. PBA may deny invoices submitted after the 60-day threshold.

3.24.8 Separate invoicing procedures between the successful contractor(s) and other government agencies or departments must be arranged if using as a cooperative contract. Invoice/payment obligations are between the entity receiving services and the successful contractor(s).

3.25 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.

3.26 INVOICING PROCEDURES: PBA requests that invoices be easy to read and understand. Each participating agency to this contract may require different invoicing information and procedures. This information and procedures will be provided to the successful contractor(s) prior to contract execution. There will be no additional charges for this information and procedures to be included. Suppliers must submit a sample copy of their invoice along with their proposal; account information may be deleted.

Submission of an invoice and payment thereof shall not preclude PBA from requesting reimbursement or demanding a price adjustment in any case where the service rendered is found to deviate from the terms and conditions of the contract or where the billing was inaccurate. Contractor(s) shall provide, upon request from PBA, any and all information necessary to verify the accuracy of the billings. Such information will be provided in a commercially reasonable manner as requested by PBA.

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. P.O.s are encumbered by the total sum on the P.O. and typically are not split for partial payment. For this contract, the PBA Director of Finance will allow partial payments for the following phases, when completed: preliminary/planning phase, field work phase, and final deliverable phase. No guarantee is offered for partial payments. 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.

- 3.27 NEGOTIATION:** PBA may select a successful supplier on the basis of initial offers received without discussions. Therefore, each proposal must contain the supplier'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 supplier. If PBA and the selected supplier cannot negotiate a successful agreement, PBA may terminate said negotiations and begin negotiations with the next highest-rated supplier. PBA retains the right to negotiate with multiple suppliers simultaneously. This process will continue until an agreement has been reached or all suppliers have been rejected. No supplier will have any rights against PBA arising from such negotiations.
- 3.28 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.
- 3.29 OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the supplier 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.
- 3.30 PERSONNEL AND QUALIFICATIONS OF STAFF:** Supplier's response must include an organizational chart of the employees that will be available for work under the contract, if awarded. Resumes for key personnel should include their title, the number of years that they have been with your company, list of certifications and/or training achieved.
- 3.31 PRICING:** Contractor will submit a firm, fixed price in Section VI for each of the fiscal years that may be covered under this contract. Contractor warrants that the unit price stated for all items included in additional services, if requested, will remain firm for a period of twelve (12) months from the first day of the contract period. If the contractor's price for additional services is increased after the initial year, PBA must be given a written notice to consider. Written notice must be received a minimum of ninety days prior to the contract renewal date. Such request must include at a minimum, (1) the cause for the adjustment; and (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected, the contractor may:
- a. Continue with existing prices;
 - b. Submit a lower request for price increase;
 - c. Not accept the renewal offer.

Any price increase shall not exceed the Consumer Price Index (CPI) for all Urban Consumers or 5% whichever is less; the most recent month in effect at the time of the renewal(s) will be used to determine the CPI cap. If a price increase is approved by PBA, the approval notification will be done in writing and the contractor will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the contract file. No approvals will be authorized verbally. Failure to make written request within deadline can result in rejection of the request by PBA. PBA will receive all price decreases that are passed on to the contractor during the contract period.

- 3.32 PROPOSAL CONTENT:** The supplier's response must contain a thorough description of the background of the supplier and sufficient evidence showing that the supplier is capable of providing the goods and services. The supplier's response must thoroughly expound on the supplier's understanding of how the proposed services will meet PBA's needs. The proposal must also contain an explanation of the supplier's ongoing commitment to service.

- 3.33 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.
- 3.34 QUALIFICATION OF SUPPLIERS:** Each supplier may be required, before the award of any contract, to show to the complete satisfaction of the Director of Finance that it has the necessary facilities, ability, and financial resources to furnish the services specified herein in a satisfactory manner, and the supplier may also be required to show past history and references which will enable the Director of Finance to be satisfied as to the supplier's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.
- 3.35 QUANTITIES:** PBA does not guarantee any quantities of services or materials to be purchased from this term contract.
- 3.36 REFERENCES:** Suppliers must submit a list of up to three (3) governmental 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 and completed by personnel to be assigned to PBA's account, if awarded. 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 I of this RFP.

Each supplier 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.

- 3.37 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 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.
- 3.38 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.
- 3.39 SUBMIT QUESTIONS:** Prospective contractors may submit questions concerning this solicitation until **4:30 p.m. Eastern Time on February 08, 2023**. Submit questions as noted in Section 1.1.
- 3.40 SUPPLIER INTERVIEWS:** PBA requests that suppliers 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.
- 3.41 SUPPLIER 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.

SECTION IV SPECIFICATIONS

- 4.1 SCOPE OF WORK:** PBA is seeking qualified firms of Certified Public Accountants (CPA) to audit PBA's financial statements. 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 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 quote documentation. The contractor must immediately upon discovery, bring to the attention of 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 The contractor must provide competent supervision and competent workers. The contractor's supervisor may be required to be and available and on site whenever there is a problem that requires supervision, if applicable.
- 4.2.2 The contractor will be required to have available ample equipment and staff to complete multiple projects simultaneously as required by PBA during the contract period.
- 4.2.3 The Contractor(s) will furnish all labor, equipment, vehicles, and other items necessary to accomplish each service. All personnel are required to be employees of the contractor. No contract or day laborers are permitted. No subcontracting will be permitted under the contract without prior written permission from PBA.
- 4.2.4 Provide at least one employee on every job assignment with the ability to speak, read, write, and understand English so PBA's staff can communicate effectively with them.
- 4.2.5 Contractor(s) must perform work without unnecessarily interfering with the activities of tenants or other contractor(s).
- 4.2.6 The contractor(s) must be able to complete all tasks normally encountered when performing auditing services within the time specified herein.

4.3 SERVICES: PBA is soliciting the services of a qualified firm of CPAs to audit PBA's financial records and accounts for the fiscal year ending June 30, 2023 with the option of engaging the selected firm to audit PBA's financial statement for each of the four subsequent fiscal years. The services to be provided include, but are not limited to, the following:

- 4.3.1 The audit must be performed in accordance with auditing standards generally accepted in the United States of America, including the standards applicable to financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States of America.
- 4.3.2 The audit will be conducted in accordance with all applicable requirements of the Comptroller of the State of Tennessee, and the firm will be responsible for submitting the appropriate audit contract and subsequent audit report in a manner consistent with the Comptroller's timeline.
- 4.3.3 The auditing firm will be responsible for the preparation of the Annual Comprehensive Financial Report (ACFR), all word-processing and printing and duplication of the audit report/ACFR.
- 4.3.4 Firm acknowledges that PBA may elect to perform the preparation of the ACFR itself if it is in the best interest of PBA.
- 4.3.5 PBA participates in the Government Finance Officer's Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program and will look to the auditing firm to provide guidance, as needed, regarding preparation of the ACFR. A copy of the most recent ACFR is available for review and download from PBA's website www.ktnpba.org/pba/finance.
- 4.3.6 The auditing firm will be provided with appropriate workspace for all field work, but the firm will be expected to provide its own supplies (e.g.: pens, paper, and computing equipment).
- 4.3.7 The audit will cover all financial information for PBA's departments and components. PBA Finance will compile and provide all data to be reviewed.
- 4.3.8 The audit will include reporting regarding consideration of internal control over financial reporting and tests of compliance with certain provisions of laws, regulations, contracts and an applicable management letter.
- 4.3.9 A manager or executive from the firm's office will be in charge of the audit and must be available at all reasonable times to hold scheduled progress meetings to discuss and advise the PBA officials and/or the PBA Board on financial and accounting questions that may arise during the term of the contract.
- 4.3.10 Special reports or engagements requested by any PBA department, or additional auditing requiring hours charged beyond the normal scope will require prior written approval by the PBA Administrator/CEO prior to the work being performed.
- 4.3.11 Payments will be made as the work progresses for performance; the phases are: the preliminary/planning phase, field work phase, and final deliverable phase. Final payment will be made after delivery of the audit report and attendance at the Board meeting for the period.

4.3.12 The following timeline will be required:

- a. The auditing firm must submit the contract to the State of Tennessee by April 30th annually.
- b. Field work must be completed by September 30th annually.
- c. Financial statement preparation, including notes, financials and statistical tables, must be completed by October 20th annually.
- d. Audit exit conference by October 25th annually.
- e. Audit report must be in final form and issued by October 31st annually, unless both parties agree to an extension. An extension must be filed with the State of Tennessee prior to the October 31st due date.
- f. Audit report will be presented at the PBA Board of Directors' meeting annually; the meeting is typically held the third Tuesday of the month.

Failure to meet the required timeline, through no fault of PBA, will be considered grounds for breach of contract.

4.3.13 PBA's observed holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Spring Holiday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Winter Holiday (two-day holiday, December 25 and one other day to be announced annually by the County Mayor). Work performed outside the schedule above or on holidays will require PBA's prior approval.

4.3.14 The PBA designee will have the sole authority to set the schedule for services to be provided. Normal operating schedules will be considered in order to schedule the project with the least amount of interruption to the daily operations of buildings and tenants. Any mid-work changes to schedule or scope must be approved in writing by the PBA designee and the PBA Procurement Division.

4.3.15 Contractor(s) will perform all services provided under this agreement in a workmanlike manner in accordance with industry standards by qualified personnel and will conform to the specifications, proposal and/or other descriptions furnished and/or incorporated by reference.

4.3.16 Contractor(s) will provide all supervision, labor, fuel, equipment, and any other necessary materials necessary to complete the required work based on PBA's needs.

4.3.17 PBA reserves the right to request additional services, if needed; the additional services shall be covered at the hourly rate per discipline listed herein. The PBA designee must be notified of and approve any additional charges prior to the work being performed. Approvals must be in writing; there will be no verbal authorizations.

4.3.18 Contractor(s) must immediately notify the PBA designee when problem(s) are encountered and assist in the response to correct the problem(s).

4.3.19 PBA will not be responsible for any travel pay to or between PBA sites. Additionally, PBA will not be responsible for breaks for contractor's employees, fuel charges, truck charges, or any surcharges. All associated costs or fees must be included in the unit prices in Section VI.

4.4 **SUBCONTRACTORS:** PBA must approve subcontractor(s) prior to them beginning work. Subcontractors must carry the insurance coverage as outlined herein. It will be the contractor's responsibility to have satisfactory Certificates of Insurance for any subcontractor(s). Contractor will provide subcontractor(s)' Certificates of Insurance to PBA Procurement without expense prior to them commencing work on any PBA project.

4.5 **SUPPLEMENTAL INSTRUCTIONS:**

4.5.1 It is not necessary to return pages 1 through 14 of this RFP in your response.

4.5.2 Pages 15 through 17 should be used as a checklist when preparing your response and should be completed and included with your submittal.

4.5.3 Pages 18 through 33 must be completed and returned. **NOTE: Each of these pages require initials in the lower right corner or signatures.**

SECTION V PROPOSAL FORMAT – PROPOSAL NUMBER 2023.008, PROFESSIONAL AUDITING SERVICES

SUPPLIER NAME: _____

Suppliers 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 supplier'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 supplier.

TAB I COVER LETTER

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

TAB II SUPPLIER INFORMATION

- Company Name, address and telephone/fax numbers, website address
- Supplier's email address
- Business Tax License (County and City, as applicable)
- Registration to do business in the state of Tennessee
- Employer Identification Number (EIN)
- Primary contact's name, telephone number(s), and email address
- Will you allow Cooperative Purchasing as detailed in Section 1.8?
- Did you include the correct number of exact copies as detailed in Section 1.9?
- Did you include an electronic copy in a single .pdf files as detailed in Section 1.9?
- Information noting whether your company is Minority-, Women-, Veteran-Owned, Small business, or a combination thereof as detailed in Section 1.16. 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 1.19?
- Will you allow PBA designees to tour and inspect your facility(ies) as detailed in Section 2.22?
- Will you offer a discount for payment (e.g. prompt payment, EFT)? If yes, please list applicable details.
- Can your company meet the schedule as stated in this RFP?

TAB III ACKNOWLEDGEMENT OF ADDENDUM(S)

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

TAB IV PROPOSED COSTS

Suppliers are to include all pricing information relative to performing the audit engagement as described in this RFP for a one-year contract. The total all-inclusive maximum price listed must include all direct and indirect costs including all out-of-pocket expenses. **Note: PBA has the ability to provide files electronically to allow a firm to work remotely, if necessary.**

Suppliers must include:

- The completed form Section VI – Pricing
- The maximum fee that will be charged for a one-year engagement to include the ACFR. Additionally, PBA retains the option to engage the selected firm to audit PBA's financial statements for each of the four subsequent fiscal years. Each supplier should state the fee for which it will perform the services stated in Section IV Scope/Services of this RFP for each of the four subsequent fiscal years.
- An outline of the specific fee for the preparation of the ACFR including all word-processing, printing, and duplication of the audit report/ACFR as described in this RFP.
- Rates for additional professional services should it become necessary for PBA to request the firm to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the audit.

NOTE: This tab shall only be included in the original document and the exact electronic version. This tab is to be submitted under separate cover from the other parts of the supplier's proposal. This tab will be reviewed after the other sections of the supplier's proposal have been reviewed and scored.

SECTION V PROPOSAL FORMAT – PROPOSAL NUMBER 2023. 008, PROFESSIONAL AUDITING SERVICES – CONTINUED

SUPPLIER NAME: _____

TAB V COMPANY’S QUALIFICATIONS AND KEY PERSONNEL

Suppliers are to detail the company’s experience, capabilities and resources relating to the services requested in this RFP.

Suppliers are to include:

- Form of business and general credentials of the company
- Copy of firm’s current State of Tennessee license to provide Certified Public Accounting Services
- Number of years in business
- Statement of knowledge and number of years of experience providing the services detailed in this RFP to governmental entities
- The size of its firm; the size of its governmental audit staff; the location of the office from which service will be provided, if awarded (please include hours of operation); the number and nature of the professional staff to be assigned to PBA’s account on a full-time basis; and the number and nature of the staff to be assigned to PBA’s account on a part-time basis.
- An organizational chart of your company noting key personnel, titles, and number of years with the company
- Resume for key personnel to include related project accomplishments, list of certifications and/or licenses achieved, or training completed relevant to this RFP. Include copies of current certifications and/or license for each employee to be assigned to PBA’s account. Suppliers must confirm that all key personnel are properly registered or licensed to practice in the state of Tennessee and are independent of the PBA as defined by generally accepted auditing standards of the U.S. General Accounting Office’s Government Auditing Standards, most recent revision.
- Suppliers must submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.
- Suppliers must provide information on the results of any federal or state desk reviews or field reviews of its audits during the last three years. In addition, suppliers must provide information on the circumstances and status of any disciplinary action taken or pending against them during the last three years with state regulatory bodies or professional organizations.
- Whether you intend to sub-contract any portion of the contract, if awarded

TAB VI TECHNICAL APPROACH

The proposal should set forth a tentative schedule for various phases of the work plan, including an explanation of the audit methodology to be followed to perform the services stated in Section IV of this RFP. The audit report and related findings must be issued by October 31st annually or no later than 145 days after PBA’s fiscal year end.

Suppliers must provide the following information on their audit approach:

- Proposed segmentation of the engagement.
- Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- Sample size and the extent to which statistical sampling is to be used in the engagement.
- Type and extent of analytical procedures to be used in the engagement.
- Approach to be taken to gain and document an understanding of PBA’s internal control structure.
- Approach to be taken in determining laws and regulations that will be subject to audit test work.
- Approach to be taken in drawing audit samples for purposes of test compliance.

TAB VII REFERENCES

- Suppliers must return their References as detailed in Section 3.36. The Public Building Authority of the County of Knox and the City of Knoxville, Tennessee may not be used as a reference.

TAB VIII EXCEPTIONS TO SPECIFICATIONS

- Suppliers must state exceptions to specification, if any, as detailed in Section 3.19.

SECTION V PROPOSAL FORMAT – PROPOSAL NUMBER 2023. 008, PROFESSIONAL AUDITING SERVICES – CONTINUED

SUPPLIER NAME: _____

TAB IX ATTACHMENTS

- Suppliers must include the fully executed Statement Concerning Conflicts of Interest Affidavit as detailed in Section 1.6.
- Suppliers must return the fully executed Iran Divestment Act Affidavit as detailed in Section 2.16.
- Suppliers must return the fully executed Non-Boycott of Israel Act Affidavit as detailed in Section 2.18.
- Suppliers must include the fully executed Drug-Free Workplace Affidavit as detailed in Section 3.15.
- Suppliers must return the Insurance Checklist with their proposal as detailed in Section 3.22.
- Suppliers must include a Sample invoice with their proposal as detailed in Section 3.26.

TAB X ADDITIONAL INFORMATION

- Suppliers 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. Suppliers 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 supplier being disqualified.

SECTION VI SUPPLIER PRICING FOR PROPOSAL NUMBER 2023. 008, PROFESSIONAL AUDITING SERVICES

SUPPLIER NAME: _____

6.1 PRICING: Suppliers are to provide firm pricing for each item as listed in the tables below. The price listed must include all costs associated with the work (e.g.: insurance, salaries, overhead, and profit).

FISCAL YEARS 2023 - 2027	ITEM	DESCRIPTION	COST PER EACH
	6.1.1	FY 2023 Maximum Fee, including ACFR preparation	\$
	6.1.2	FY 2023 Maximum Fee, excluding ACFR preparation	\$
	6.1.3	FY 2024 Maximum Fee, including ACFR preparation	\$
	6.1.4	FY 2024 Maximum Fee, excluding ACFR preparation	\$
	6.1.5	FY 2025 Maximum Fee, including ACFR preparation	\$
	6.1.6	FY 2025 Maximum Fee, excluding ACFR preparation	\$
	6.1.7	FY 2026 Maximum Fee, including ACFR preparation	\$
	6.1.8	FY 2026 Maximum Fee, excluding ACFR preparation	\$
	6.1.9	FY 2027 Maximum Fee, including ACFR preparation	\$
	6.1.10	FY 2027 Maximum Fee, excluding ACFR preparation	\$

ADDITIONAL SERVICES, IF REQUESTED	ITEM	DISCIPLINE	COST PER HOUR
	6.1.11	Principle	\$
	6.1.12	Project Manager	\$
	6.1.13	Field Staff	\$
	6.1.14	Other:	\$
	6.1.15	Other:	\$
	6.1.16	Other:	\$
	6.1.17	Other:	\$

Failure to provide any of the above information or any other information requested in this solicitation document may be cause for disqualification.

**ATTACHMENT A
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2023.008
PUBLIC BUILDING AUTHORITY CODE OF ETHICS**

WHEREAS, the Public Building Authority of the County of Knox and the City of Knoxville, Tennessee ("PBA") adopted on January 5, 1996 a conflicts of interest policy applicable to persons who submit bids or proposals or negotiate with respect to contracts to supply goods or services, and

WHEREAS, such conflicts of interest policy needs to be updated to correlate with PBA's current Code of Ethics, which was adopted on January 28, 2008;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF PBA AS FOLLOWS:

General Statement

PBA is a public entity established by the County and the City. It is charged with the responsibility of acting in the best interests of the City and County and their citizens. Accordingly, PBA's directors, officers and employees are held to the highest ethical standards and should:

- (i) conduct PBA's affairs honestly, fairly, impartially and in good faith;
- (ii) avoid all situations that might lead to a real or apparent, material conflict between self-interest and the duties and responsibilities as an employee, officer or director;
- (iii) exercise good judgment to act within the spirit, as well as the letter, of this Code of Ethics, and seek guidance from appropriate persons, when necessary to follow an appropriate course of conduct; and
- (iv) take care to avoid any appearance of impropriety, and any circumstances that may raise questions about PBA's honesty, impartiality, or reputation or otherwise cause embarrassment to PBA.

Section 1. Definitions

- 1.1 "PBA" means the entity which currently develops, constructs, owns, and/or maintains certain facilities on behalf of the City of Knoxville and Knox County pursuant to operating contracts with those entities.
- 1.2 "Covered Persons" means PBA personnel consisting of all full-time and part-time appointed officials and employees (whether compensated or not), including PBA's directors and officers and the members of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by PBA.
- 1.3 "Personal interest" means, for the purpose of disclosure of personal interests in accordance with this Code of Ethics:
 - (a) Any financial, ownership, or employment interest in the subject of a vote by PBA not otherwise regulated by state statutes on conflicts of interests; or
 - (b) Any financial, ownership, or employment interest in a matter to be regulated, supervised, or otherwise acted on in an official capacity; or
 - (c) Any such financial, ownership, or employment interest of the Covered Person's spouse, parent(s), stepparent(s), grandparent(s), sibling(s), child(ren), stepchild(ren), nieces, nephews, and those related to a Covered Person by marriage.
 - (d) The words "employment interest" include a situation in which a Covered Person or a designated family member is negotiating possible employment with a person or organization that is the subject of the vote or that is to be regulated or supervised.
 - (e) In any situation in which a personal interest is also a conflict of interest under state law, the provisions of the state law take precedence over the provisions of this section.

Initials _____

- 1.3 "Ethics Officer" means PBA's ethics officer, who will be appointed to a four-year term by the Board of Directors of PBA. If the Ethics Officer's term of office, as a Director, is less than four years, the term of his or her appointment as Ethics Officer will be the balance of his or her term as a Director.

Section 2. Disclosure of Personal Interest in Voting Matters.

- 2.1 A Covered Person with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and to be included in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's or employee's vote on the measure.
- 2.2 In addition, the Covered Person shall recuse himself or herself from voting on the measure unless, in the judgment of the Ethics Officer, such personal interest is deemed to be de minimis, in which case recusal from voting on the measure is permissive rather than mandatory. In all other instances of a personal interest, following the disclosure thereof, the Covered Person shall recuse himself or herself from voting on the measure.

Section 3. Disclosure of Personal Interest in Nonvoting Matters.

- 3.1 A Covered Person who must exercise discretion relative to any matter other than casting a vote, and who has a personal interest in the matter that affects, or that would lead a reasonable person to infer that it affects, the exercise of the discretion, shall disclose, before the exercise of the discretion when possible, the interest. In addition, the Covered Person shall recuse himself or herself from the exercise of discretion in the matter. The Covered Person shall disclose the personal interest to the Ethics Officer, unless the Covered Person is an employee, in which case the employee shall disclose the interest in accordance with PBA's human resources policies and the reporting structure then in effect.
- 3.2 A Covered Person who has a personal interest or potential personal interest in a project with which PBA is involved, whether or not PBA may or may not be directly involved in any direct transaction with the Covered Person, should disclose that interest as required by Section 3.1 as soon as he/she is aware of the circumstances. The Ethics Officer, or PBA's management, as the case may be, may then recommend to the Board or Administrator that PBA withdraw from involvement in the project or may simply disclose the interest or potential interest to the Board of Directors for its consideration.

Section 4. Acceptance of Money, Gifts and Gratuities.

- 4.1 Neither a Covered Person, nor any other person described in Section 1.3(c), may accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone:
- (a) For the performance of an act, or refraining from performance of an act, that he or she would be expected to perform, or refrain from performing, in the regular course of his or her duties; or
 - (b) That a reasonable person would understand was intended to influence the vote, official action, or judgment of the Covered Person in executing the business of PBA; provided, however, that the following shall not be interpreted as an attempt to influence the action of a Covered Person: (i) a gift or gratuity that is not cash or a cash equivalent (such as a check or gift card), and which has a value of twenty-five dollars (\$25.00) or less, and (ii) gifts and gratuities from any single person or entity that comply with subsection (i) and do not exceed in the aggregate \$100.00 during any calendar year.
- 4.2 PBA's Administrator may direct that no PBA employee may accept a gift or gratuity, even though it may have a value of twenty-five dollars (\$25.00) or less.

Section 5. Use of Information.

- 5.1 A Covered Person may not disclose any information obtained in his or her official capacity or position of employment that is made confidential under state or federal law except as authorized by law.
- 5.2 A Covered Person may not use or disclose information obtained in his or her official capacity or position of employment with the intent to result in financial gain for himself or herself or any other person or entity.

Initials _____

Section 6. Use of Time, Facilities, and Other Assets.

- 6.1 A Covered Person may not use or authorize the use of PBA time, facilities, equipment, or supplies for private gain or advantage to himself or herself.
- 6.2 A Covered Person may not use or authorize the use of PBA time, facilities, equipment, or supplies for private gain or advantage to any private person or entity, except as authorized by legitimate contract or lease approved in accordance with the provisions of this Code.

Section 7. Use of Position or Authority.

- 7.1 A Covered Person may not make or attempt to make private purchases, for cash or otherwise, in the name of PBA.
- 7.2 A Covered Person may not use or attempt to use his or her position to secure any privilege or exemption for himself or herself or others that is not authorized by the charter, general law, or ordinance or policy of the County or City or the charter, bylaws or policies of PBA.

Section 8. Outside Employment.

A Covered Person, may not accept or continue any outside employment if the work unreasonably inhibits the performance of any affirmative duty of a PBA Covered Person or conflicts with any provision of PBA's charter or any ordinance or policy. This policy is in addition to, and not a substitute for, any personnel or human resources policies adopted by PBA from time to time. This Section 8 does not apply to PBA's Directors.

Section 9. Ethics Complaints.

- 9.1 Questions and complaints regarding violations of this Code of Ethics or of any violation of state law governing ethical conduct should be directed to the Ethics Officer, who is designated and appointed by PBA's Board of Directors. If the Ethics Officer is the subject of an alleged violation, the question or complaint shall be directed to the Chair of the Board of Directors, who may exercise any of the authority and powers vested in the Ethics Officer under this Section.
- 9.2 Except as otherwise provided in this Section 9, the Ethics Officer shall hear, review, and investigate any credible complaint against an appointed official or employee charging any violation of this Code, or may undertake an investigation on his or her own initiative when he or she acquires information indicating a possible violation. The Ethics Officer may render an oral or written advisory ethics opinion based upon this Code and other applicable law, and may make recommendations for action to end or seek retribution for any activity that, in the Ethics Officer's judgment, constitutes a violation of this Code of Ethics.
- 9.3 The Ethics Officer may request that the Board of Directors establish a separate Ethics Committee to aid in the hearing, review, and investigation of, as well as the formation of a final opinion on, any credible complaint. In all phases of investigation and review, the Ethics Officer is encouraged to consult PBA's General Counsel regarding the final opinion rendered and any further action to be taken.
- 9.4 The Ethics Officer may recommend that PBA's General Counsel hire another attorney, individual, or entity to act as ethics officer when he or she has or will have a conflict of interest in a particular matter. The Ethics Officer may also proceed with review of the matter, and make an advisory report and recommendation to the full Board of Directors. The Ethics Officer may additionally request that the General Counsel participate in this meeting, and the Counsel may render opinions on the alleged conflict of interest.
- 9.5 The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this Code of Ethics.
- 9.6 When a violation of this Code of Ethics also constitutes a violation of a personnel policy, rule, or regulation, or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this Code of Ethics.

Initials _____

Section 10. Violations.

- 10.1 An appointed Director of PBA or a member of a board, commission, committee, authority, corporation, or other instrumentality of PBA, who violates any provision of this Code, is subject to punishment as provided by this Code or any other applicable law, and in addition is subject to censure by the Board of Directors upon recommendation by the Ethics Officer or other person serving in a similar role under Section 9.
- 10.2 A Covered Person, who violates any provision of this Section, is subject to further disciplinary action authorized by PBA's enabling legislation, charter, bylaws, and other established policies and by any Code of Ethics adopted by the City or the County.

Section 11. Applicable State Laws.

In addition to the ethical principles set out in this Code of Ethics, state laws also provide a framework for the ethical behavior of Covered Persons in the performance of their duties. Covered Persons should familiarize themselves with the state laws applicable to their office or position and the performance of their duties. To the extent that an issue is addressed by state law (law of general application, public law of local application, local option law, or private act), the provisions of that state law, to the extent they are more restrictive, shall control.

Section 12. Bidders, Requests for Proposals, etc.

- 12.1 Any person who submits a bid or proposal or negotiates with respect to a contract to supply goods or services ("Bidder") shall:
- (a) contemporaneously in writing advise PBA of all personal interests with (i) any Covered Person, (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 or employee thereof; and
 - (b) contemporaneously in writing advise PBA whether there is an agreement to pay a commission to any Covered Person with an identification of such Covered Person; and
 - (c) refrain from aiding, encouraging or facilitating a violation of any provision contained in this Code of Ethics.
- 12.2 Upon receipt of such information provided pursuant to Section 12.1(a)-(b), the Ethics Officer shall review such information using the same procedures as provided in Section 9.
- 12.3 All Bidders are to understand that PBA may refuse to award a contract where, in the sole discretion of the Ethics Officer or the Board of Directors, 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 or otherwise will violate the General Statement or any other provision contained herein.
- 12.4 A failure to disclose or otherwise comply in accordance with these standards shall be subject to any available remedy at law and shall further 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.

Initials _____

ATTACHMENT B
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2023.008

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.

Initials _____

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.)

Initials _____

**ATTACHMENT C
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2023.008**

**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.

Initials _____

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 D
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2023.008
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's 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

The policy must be endorsed to have the General Aggregate apply to per project.

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. The contractor must purchase a Miscellaneous Errors & Omissions policy to provide coverage in the amount of \$500,000 per occurrence/claim.
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 Automobile and Workers' Compensation. Endorsement Page(s) must be provided for each Certificate of Insurance (COI) as long as the contract is in effect.
9. The Certificate of Insurance must show the RFP or contract number and title.
10. The Certificate Holder field shall read: The Public Building Authority of the County of Knox and the City of Knoxville, Tennessee, ATTN: Procurement Manager, PO Box 2505, Knoxville, TN 37901. COIs may be emailed to Procurement@ktnpba.org.
11. **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

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

Contractor's Name

Authorizing Signature

ATTACHMENT E
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2023.008
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 supplier and each person signing on behalf of any supplier 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 supplier 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 F
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2023.008
AFFIDAVIT OF COMPLIANCE WITH
NON-BOYCOTT OF ISRAEL
ACT
TENNESSEE CODE ANNOTATED, SECTION 12-4-119

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

Signature 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 2023.008
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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Initials _____

**ATTACHMENT H
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2023.008
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 I
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2023.008
REFERENCES**

SUPPLIER NAME: _____

Supplier must submit a list of up to three (3) governmental 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 J
PBA PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2023.008
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