



**PUBLIC BUILDING AUTHORITY OF THE COUNTY OF  
KNOX AND THE CITY OF KNOXVILLE, TENNESSEE**

**INVITATION FOR BIDS**

**BUILDING MATERIALS AND SUPPLIES  
IFB 2024.030**

Issued June 5, 2024

PBA is seeking a supplier(s) for the provision of building materials and supplies for PBA-managed properties and projects, such as, but not limited to, drywall, sheet metal, lumber, concrete, tools, and roofing materials.

**PROPOSALS TO BE RECEIVED BEFORE 11:01:00 A.M., EASTERN  
TIME**

**Wednesday July 10, 2024**

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**SUBMIT BIDS TO:**

THE PUBLIC BUILDING  
AUTHORITY  
PROCUREMENT OFFICE  
RICHARDS STREET  
610 RICHARDS STREET  
KNOXVILLE, TENNESSEE 37921

**PRIMARY CONTACT:**

Brittany Daniels  
Procurement Specialist  
bdaniels@ktnpba.org  
(865) 215-4681

The Procurement Office of the Public Building Authority of the County of Knox and the City of Knoxville, Tennessee, (hereinafter "PBA") will receive sealed bids for the provision of **Building Materials and Supplies** as specified herein. Proposals must be received by **11:00 a.m. Eastern Time on July 10, 2024**. Late proposals will neither be considered nor returned.

**Please Deliver Bids to:**

**Proposal Number 2024.030**  
**Public Building Authority – Procurement Office**  
**610 Richards Street**  
**Knoxville, Tennessee 37921**

**The Proposal Envelope must show the Supplier's Name, Proposal Number, Proposal Name & Proposal Closing Date.**

**SCOPE OF WORK:** PBA is seeking a supplier(s) for the provision of building materials, supplies, and equipment for PBA-managed properties and projects. These materials can include, but not be limited to, sheet metal, concrete, caulk, roofing materials, lumber, tools, and drywall. All PBA-managed properties and projects are in Knox County. Please note this IFB is not specified for one project, but for services over the term contract. PBA intends to award multiple firms to cover all areas of building materials and supplies.

**SUBMIT QUESTIONS:** Prospective contractors may submit questions concerning this solicitation until **4:30 p.m. Eastern Time on June 25, 2024**. Submit questions as noted in Section 1.1.

**SUPPLEMENTAL INSTRUCTIONS:** It is not necessary to return pages 1 through 15 of this IFB in your response. Only include/return a **cover letter** as described in the checklist below, **the checklist (pages 16-18)**, **the price proposal (page 19)**, and **attachments** listed in the checklist and specifically in Tab VII (**pages 20-24**). One notarization is required on **page 23**.

## **SECTION I GENERAL TERMS AND CONDITIONS**

**1.1 ADDITIONAL INFORMATION:** PBA requires requests for additional information to be routed to Brittany Daniels, Procurement Specialist. Questions may be emailed to [bdaniels@ktnpba.org](mailto:bdaniels@ktnpba.org). Please include "Building Materials and Supplies" in the subject line of the email. Information about the PBA Procurement Office 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, firms, 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 BIDS:** PBA will not accept alternate proposals (those not equal to specifications) unless authorized by the Invitation for Bids (IFB).

**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. A responsive supplier means an entity or individual who has submitted a response, which conforms in all material respects to the terms of a solicitation. A responsible supplier means an entity or individual with the capability in all respects (e.g., experience, personnel, equipment, and finances) to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

PBA reserves the right to award this IFB 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 Office will enact the following procedures regarding 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 PBA's 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 IFB, 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 the 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 one (1) exact copy. PBA requests that submittals 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 SUBMITTALS:** Due to the nature of this solicitation PBA's Procurement Office **will** accept electronically transmitted proposals through PBA's On-Line Procurement System. Facsimile and email submissions are strictly prohibited. All proposers/bidders must register as a vendor in order to submit an electronic file.

Step One: Register as a PBA vendor (Vendors are encouraged to complete this step now to ensure seamless submission process prior to deadline.) For information on how to register as a vendor, see Section 1.10.

**DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR.**

The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed and PBA will not accept late submissions.

Step Two: Submit all materials electronically as two (2) separate files to PBA's Procurement website PRIOR to 11:00:00 a.m. Eastern Time. To submit electronic file: Visit the PBA's website at [www.ktnpba.org](http://www.ktnpba.org). Click "DOING BUSINESS WITH PBA" and then "CURRENT SOLICITATIONS". This will take you to PBA's Vendor Registry Portal.

Click on the applicable solicitation and follow the prompts to upload and submit the electronic files. Proposals must be submitted as **two (2) separate files**. One file will be the proposal as outlined in Section 5 (without the cost proposal) and the second file will be the Cost Proposal.

Files MUST use the following naming convention, listing the firm's name followed by the title of the solicitation. Example: "ABC Company-Electrical Services.pdf." and "ABC Company-Electrical Services-Cost Proposal.pdf"

**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 persons. 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 in a PBA facility.

**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 bids will be broken by the following methods, in descending order of precedence:

- 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 online supplier registration and maintenance as well as online retrieval and submittal of quotes, bids, and proposals for our supplier clients.

Prior to the closing of this IFB, *ALL PARTICIPATING SUPPLIERS* must be registered with the PBA Procurement Office. Registration may be completed online at <https://www.ktnpba.org>, 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. If you have any questions, please contact the Procurement Office 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 & DIVERSE 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 diverse 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 concerning this IFB, other than the Procurement Office representative listed herein, 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 Office 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 the 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 by 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 from charging 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 and/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 Office representative. The time clock in the Procurement Office 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's closing time. See Section 1.14 for information regarding required supplier registration.

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

- 1.24 PROPOSAL FORMAT:** This solicitation is in the IFB format. At the specified date and time, each supplier's name will be publicly read aloud; no other details will be provided at that time. Evaluation of the submittals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 1.25 RECYCLING:** PBA, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that 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 IFB packet and to notify the Procurement Office 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 Office no later than **4:30 p.m. Eastern Time on May 31, 2024**. These requirements also apply to specifications that are ambiguous.

- 1.27 SIGNING OF PROPOSALS:** In order to be considered, all submittals must be signed. **The original must be signed by a representative of the company authorized to contractually bind the company.** 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 SMOKING/TOBACCO POLICY:** Smoking, smokeless tobacco products, and electronic cigarette use is prohibited in PBA-managed buildings, including at any of the entrances or exits or within fifty feet of any doorway, as is currently designated and determined by federal regulations, which may change from time-to-time. Smoking is only permitted at the designated smoking areas beyond the 50-foot restriction. This policy applies to all contractors' employees and subcontractors. Smoking means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation, in any manner or in any form. This policy also applies to Electronic Smoking Devices in all forms.
- 1.29 TAXES:** PBA direct 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 submittal.

- 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 and/or services in any fiscal year or insufficient funds exist to purchase the goods and/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 PBA's 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.

**2.5 BACKGROUND CHECKS:** Any and all employees of the successful contractor's staff and their subcontractors' staff providing on-site services to PBA or assigned a project by PBA will be required to undergo a background check. The successful contractor(s) should allow up to five business days for an employee to be approved or denied for unescorted access within any PBA-managed facility. Under no circumstances shall a contractor's or subcontractor's employee begin work on a PBA property or project prior to receiving authorization by PBA and obtaining a badge.

All costs associated with background checks will be the responsibility of the contractor. The costs for the background check and a badge, if required, will be charged at the current established rates listed in the PBA Background Check and Badge Procedure. Additional charges may apply. Firms may review and retrieve copies of the PBA Background Check and Badge Policy and the PBA Background Check and Badge Procedure documents on our website at [www.ktnpba.org](http://www.ktnpba.org). Select the link for Doing Business with PBA; the documents are available under the Resources section.

PBA reserves the right to enforce different security requirements for different locations as required by law or by our client. If applicable, for projects occurring at school facilities or other locations where children may be present, the contractor must comply with the criminal background check requirements of T.C.A. § 49-5-413 and the contractor must submit all required information to PBA prior to commencing work on a project.

**2.6 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records, and/or other evidence pertaining to the goods and/or 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/or 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 IFBs, the submittal, the award, the special terms and conditions, the general terms and conditions, any subsequent project-specific contracts, 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 the 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, IFB, submittal, 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, their subcontractors, suppliers, agents or employees.
- 2.14 INDEPENDENT CONTRACTOR:** The 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:** Warranty periods shall not commence until PBA inspects and formally accepts the goods and/or services. The terms, conditions, and timing of acceptance shall be determined by PBA. PBA reserves the right to reject any or all items or services not in conformance with applicable specifications, and the 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 their proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint submittal 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:** By submission of their proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint submittal 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 currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tennessee Code Annotated (TCA) § 12-4-119. Each supplier and each person signing on behalf of any supplier further certifies that each supplier is not on the list created pursuant to TCA § 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 TCA § 10-7-503 et seq. Suppliers are cautioned that all documents submitted on behalf of this IFB may be open to the public for viewing and inspection when the intent(s) to award are issued, and PBA will comply with all legitimate requests.

- 2.21 REMEDIES:** PBA shall have all rights and remedies afforded under the Uniform Commercial Code (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 SEVERABILITY:** If any provision of this contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.23 TAX COMPLIANCE:** Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective federal, state, county, and city taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the PBA Procurement Office.
- 2.24 TERMINATION:** PBA may terminate this agreement with or without cause at any time, by written notice of termination to the contractor. If PBA 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 PBA 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 any then current project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the project.
- 2.25 WARRANTY:** Contractor warrants to PBA that all items delivered, and all services rendered shall conform to the specifications, drawings, solicitation, and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. The contractor extends to PBA all warranties allowed under the U.C.C.

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

### **SECTION III SPECIAL TERMS AND CONDITIONS**

- 3.1 INTENT:** PBA intends for this solicitation to set forth and convey to prospective contractors the general type, character, and quality of building materials, supplies, and equipment desired by PBA from a qualified firm(s) that offers the highest quality of service at an economical price. 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 an acceptance of the services that are provided. Acceptance requires a specific written action by PBA so stating.
- 3.3 ADDITION/DELETION OF GOODS, LOCATIONS, AND/OR SERVICES:** PBA may, but will not be required to, request the contractor to add goods, locations, and/or services for PBA. The successful contractor(s) agrees that upon written designation by PBA, it will add such goods, locations, and/or services under the contract. Pricing for any additional goods, locations, and/or services will be negotiated with the contractor(s). Approvals must be in writing; there will be no verbal authorizations. PBA may delete locations and/or goods/services from the contract without terminating the entire contract.
- Only the PBA Procurement Office will have the authority to make changes during the term of this agreement and in compliance with the resulting contract.
- 3.4 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.

**3.5 CERTIFICATION:** Contractor's equipment operators must be certified in the proper operation of the equipment they will use under this term contract (e.g. CDL license). It will be the awarded contractor's responsibility to maintain current certifications with the PBA Procurement Office for the duration of the contract. Personal information (e.g., date of birth and home address) may be redacted.

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.

**3.6 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.

**3.7 COMMUNICATIONS:** PBA's account must be handled efficiently and professionally. PBA should be assigned no more than two (2) contractor contacts to handle billing inquiries and service-related issues. The contractor will be required to submit the names of these individuals along with direct phone numbers and email addresses. These individuals must be familiar with the PBA contract and have the authority to make adjustments as requested by PBA. 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.

**3.8 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.

**3.9 CONTRACT EXECUTION:** The award of this IFB may result in a term 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 PBA Procurement Office will draft the contract. The PBA Procurement Office **will not** accept any contractor's contract. If these types of Master Agreements, Service Agreements, Terms of Agreements, Terms & Conditions, or other contract agreements are submitted, they **will** be rejected. Contractors are hereby cautioned that no contract will be binding on PBA unless signed by the PBA Administrator/CEO, as appropriate.

**3.10 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.

**3.11 DRUG-FREE WORKPLACE PROGRAM:** If a contractor has five or more employees receiving pay, the 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.

**3.12 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:

Company's Pricing and/or Discounts	100 Points
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PBA reserves the right to ascertain if the prices submitted are realistic and within the competitive range for these products. PBA will consider past experiences and/or concerns with suppliers 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 and the evaluation scores, but also all other factors stated in this IFB and each supplier's responses thereto.

- 3.13 EVALUATION PROCEDURES:** PBA will incorporate the following review procedures in the evaluation of the submitted proposals.
- 3.13.1** PBA reserves the right to eliminate proposals that are clearly non-responsive to the stated requirements.
  - 3.13.2** 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 IFB.
  - 3.13.3** 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.
  - 3.13.4** 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.
  - 3.13.5** PBA reserves the right to withdraw this IFB at any time and for any reason, and to issue such clarifications, modifications, and/or addenda as it may deem appropriate.
  - 3.13.6** 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.
  - 3.13.7** 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 IFB or excuse the supplier from full compliance with the IFB's specifications and other contract requirements if the supplier is awarded the contract.
- 3.14 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.
- 3.15 EXCEPTIONS TO SOLICITATION:** Each proposal submitted in response to this solicitation shall list any deviation(s), exception(s), or variation(s) to or from: the terms and conditions of this solicitation, any attachment(s) to this solicitation, the contents of any addendum to this solicitation, and/or any section(s) of this solicitation. An exception is defined as the proposer's inability or unwillingness to meet a term(s), condition(s), specification(s), or requirement(s) in the manner specified in this solicitation, including all attachments and addendum to this solicitation. Any and all exception(s), deviation(s), or variation(s) must be included in Tab IX of the submittal. Do not strike through or in any other way alter the IFB. Exception(s), deviation(s), and variation(s) listed within other sections of the submittal will not be reviewed or considered. Any deviation(s), exception(s), and/or variation(s) must be specific and reference the relevant section(s) of this solicitation. Failure to indicate any exception(s), note a deviation(s), and/or list a variation(s) will be interpreted as the supplier's intent to fully comply with the specifications and the terms as written. Exception(s), deviation(s), and variation(s) listed in Tab IX will be considered during the evaluation process. Submittals listed exception(s), deviation(s), and/or variance(s) are considered conditional or qualified offered and are subject to rejection in whole or in part.
- 3.16 FEDERAL TRANSPORTATION ADMINISTRATION PROCUREMENTS:** The successful contractor(s) must understand that any/all procurements made for and paid with Federal Transportation Administration (FTA) grant funding must comply with certain additional FTA Clauses. The contractor(s) will be notified prior to quoting a project if the procurement must meet additional FTA Terms and Conditions. PBA will compile the appropriate document containing the FTA Terms and Conditions for contractor compliance authorization.
- 3.17 FORCE MAJEURE:** The successful contractor(s) will not be held responsible for acts beyond the control of the parties to which a contract is awarded. PBA recognizes that national and/or international occurrences, unforeseen and beyond control of the contractor, may impact distribution costs. The pricing offered as a result of this IFB is to be based upon known and calculated expenses; therefore, should unexpected occurrences (e.g.: natural disasters, drought, war) happen as stated above, the contractor(s) may request relief only for the duration of said occurrence.

**3.18 GRATUITIES AND KICKBACKS:** It will be a breach of ethical standards for any person or 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.

**3.19 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 the PBA Procurement office as long as the contract is in effect.

**3.20 INTERPRETATION:** No oral interpretation will be made to any supplier regarding the meaning of specifications. All questions regarding this IFB 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 Office.

**3.21 INVOICE DETAIL:** Until a P.O. is in place, a contract is fully executed, or a Notice to Proceed (NTP) is issued, work is not to be performed nor are goods to be delivered. P.O.s, contracts, and NTPs authorize work and obligate payment. PBA does not have a legal obligation to pay for work performed or products provided without one of these documents 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.

PBA prefers invoices be sent electronically; electronic invoices should be emailed to [invoices@ktnpba.org](mailto: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.

**3.20.1** The invoice must show the amount due to the contractor by the PBA division or department. Invoice PBA according to the contract terms and contracted rates.

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

**3.20.3** The invoice must show an itemized detailed material count, including: the date(s) of delivery or service, the project location(s) (PBA prefers to have all awarded locations on a single invoice), the associated unit price as stated in the contract, and the quantity, if applicable.

**3.20.4** Invoices are to be original and uniquely pre-numbered.

**3.22 INVOICE REVIEW:** PBA will review all invoices for adherence to the terms and conditions of the contract. Variations from the contract and contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until PBA receives a correct invoice.

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.

### **3.23 INVOICING PROCEDURES:**

- 3.23.1** 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.
- 3.23.2** Under no conditions will PBA be liable for the payment of any interest charges associated with the cost of the contract.
- 3.23.3** Invoices for regularly scheduled monthly services must be submitted monthly after services have been completed. Invoices for services other than monthly services must be submitted after the service(s) is completed.
- 3.23.4** Each department of PBA is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that invoices specify the PO that relates to the invoice. If a PO was not issued, the invoice should identify the department that made the purchase. Payments must be credited to the invoice to which they relate; do not apply payments to the account as a whole, to the oldest outstanding invoice, or in any other manner.
- 3.23.5** There will be no component billing. P.O.s are encumbered by the total sum on the P.O. and cannot be split for partial payment. Only under extenuating conditions and approval by the PBA Director of Finance will partial payments be considered. No guarantee is offered for partial payments.
- 3.23.6** 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 and the user department has approved the invoice for payment.
- 3.23.7** If being utilized as a cooperative, each participating agency 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.
- 3.23.8** There may be supplemental and/or additional invoicing and payment stipulations in addition to those listed herein that are applicable in more long-term projects. Any additional terms and conditions will be covered in other contractual documents.

**3.24 NEGOTIATION:** PBA may select a successful 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.

**3.25 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.

**3.26 OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the supplier makes a request in writing to the PBA Procurement Office **prior** to the time set for the closing of the IFB or unless PBA fails to accept within ninety (90) days after the date fixed for closing the IFB.

**3.27 PERFORMANCE BONDS, PAYMENT BONDS, AND BID BONDS:** The successful Contractor(s) may be required to submit a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one project exceeds \$100,000 in value. Bid bonds may be required on a project specific basis. If a project involves federal funds, the amount of the bond will follow either the federal policy or PBA's policy, whichever is more restrictive. The Bonds will be returned upon the successful and satisfactory completion of the project.

**3.28 PRICING:** Contractor warrants that the unit price stated for all items will remain firm for a period of twelve (12) months from the first day of the contract period. If the contractor's price 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 a written request within the 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.

**3.29 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/or 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.

**3.30 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.

**3.31 QUALIFICATION OF SUPPLIERS:** Each supplier may be required, before the award of any contract, to show to the complete satisfaction of PBA's Director of Finance that they have 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.

**3.32 QUANTITIES:** PBA does not guarantee any quantities of services or materials to be purchased from this term contract.

**3.33 REJECTION OF BIDS:** PBA reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, 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.

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

**3.35 SUPPLIER OBLIGATION:** Each supplier must become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. 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 IFB or to the contract.

## SECTION IV SPECIFICATIONS

- 4.1 SUPPLIER'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. By submitting a proposal, the owner or their representative acknowledges and accepts this clause. The contractor(s) 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 the solicitation documentation, quote documentation, and/or inspection. The contractor(s) 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(s) to bring conflicts or exceptions to the attention of PBA will allow PBA to require any changes deemed necessary before acceptance by PBA.
- 4.1.1** The supplier will need to provide all delivery and pick-up (will call) instructions.
- 4.1.2** If applicable, suppliers can provide a catalog or online catalog with their submittal.
- 4.2 LICENSES:** Suppliers must provide with their response a copy of their entity's valid business tax license or an affidavit explaining why the entity is exempt from the business licensure requirements of the city or county in which it is headquartered. **Failure to provide this information may be cause for rejection of the submittal.** It will be the responsibility of the awarded contractor(s) to maintain copies of current licenses on file with the PBA Procurement Office for the full term of the contract.
- 4.3 PBA RESPONSIBILITIES:** The PBA designee will be responsible for the inspection and final acceptance of all orders.
- 4.4 QUALITY:** All workmanship must meet or exceed all local, state, federal, and OSHA regulations as well as best practices from professional trade organizations (e.g. Uniform Building Code, State and Local Building Codes).
- 4.5 MATERIALS, SUPPLIES, AND EQUIPMENT:**
- 4.5.1** PBA may purchase materials, supplies, parts, and equipment as needed.
- 4.5.2** All materials, parts, supplies, and equipment must meet the manufacturer's specifications unless otherwise approved by the PBA designee. Materials must be Underwriters Laboratories (UL) listed, where applicable.
- 4.5.3** All materials must be new, unless specifically approved by the PBA designee. New means previously unused materials. Materials include, but is not limited to, raw material, parts, items, components, and end products.
- 4.5.4** All materials must conform to or exceed the general quality level of the base unit.
- 4.5.5** All materials must be Energy Star rated equipment, where applicable.
- 4.5.6** Building materials and supplies desired by PBA include, but are not limited to, sheet metal, drywall, concrete, roofing materials, lumber, and ceiling tiles.
- 4.6 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 and Endorsement Page(s) for any subcontractor(s). If requested by PBA, the contractor will provide subcontractor(s)' Certificate of Insurance and Endorsement Page(s) to PBA Procurement without expense prior to them commencing work on any PBA project.

**SECTION V PROPOSAL FORMAT – INVITATION FOR BIDS NUMBER 2024.030, BUILDING MATERIALS AND SUPPLIES**

**SUPPLIER’S NAME:** \_\_\_\_\_

**Suppliers must 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 proposal package must be sealed.** Failure to follow this format and/or not submitting a complete response may be just cause for rejection of proposals. **Suppliers must answer all questions and include all documents requested in the checklist for their response to be considered complete.** Cost of preparation of proposals is the sole responsibility of the supplier.

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

**TAB I COVER LETTER**

- Include cover letter authorizing the submission of the proposal signed by a representative of the company authorized to contractually bind the company.

**TAB II SUPPLIER INFORMATION**

- Company name, address and telephone/fax numbers, website address

Company Name:	
Address:	
Telephone Number:	
Website Address:	

- Business Tax License (County and City, as applicable) or affidavit of exemption (attach copy(ies))
- Employer Identification Number (EIN)

EIN:	
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- Contact name(s), telephone number(s), and email address(es)

Contact Name	Telephone Number	Email

- Location of the office from which service will be provided, if awarded, including hours of operation.

Office Address:	
Hours of Operation:	

- Will you allow Cooperative Purchasing as detailed in Section 1.8? Circle Yes or No
- Did you include the correct number of exact copies as detailed in Section 1.9? Circle Yes or No
- Did you register/are you registered as a vendor as outlined in Section 1.14? Circle Yes or No
- Provide 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).

Information on DBE Status

- Will you accept PBA’s credit card as payment as detailed in Section 1.19? Circle Yes or No
- Are you sealing your submittal documents as detailed in Section 1.23? Circle Yes or No

**SECTION V PROPOSAL FORMAT – INVITATION FOR BIDS NUMBER 2024.030, BUILDING MATERIALS AND SUPPLIES- CONTINUED**

**SUPPLIER’S NAME:** \_\_\_\_\_

Will you offer a discount for payment (e.g.: volume discounts, prompt payment, EFT)? Circle Yes or No  
If yes, provide details below:


**TAB III ACKNOWLEDGEMENT OF ADDENDUM(S)**

Suppliers are to acknowledge receipt of any addendum(s) to this IFB.

Provide acknowledgement to any addendum(s) in the space provided below.


**TAB IV COMPANY’S SERVICE, QUALIFICATIONS, AND CAPABILITIES**

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

Suppliers are to include:

Provide the phone number and/or email address to be used for contacting your company for orders. If there are any special procedures, please include the instructions.

Phone Number for Orders:	
Email Address for Purchase Orders:	
Special Procedures:	

State all delivery and pick-up (will call) instructions.


Does your firm have any minimum order requirements? Circle Yes or No If yes, please provide details.

Minimum Order Requirements:	
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Does your firm provide building materials such as, but not limited to, lumbar, drywall, sheet metal, concrete, plywood, roofing materials, etc? Circle Yes or No

**TAB V COMPANY’S PRICING AND/OR DISCOUNTS**

Suppliers are to complete and include Section VI – Pricing

**TAB VI EXCEPTIONS TO SOLICITATION**

Suppliers must state exceptions, deviations, and/or variations, if any, as instructed in Section 3.15. Include exceptions in the space below. If you need more space, please attach a sheet of paper.


**SECTION V PROPOSAL FORMAT – INVITATION FOR BIDS NUMBER 2024.030, BUILDING MATERIALS AND SUPPLIES- CONTINUED**

**TAB VII ATTACHMENTS**

- Suppliers must include the fully executed Submission Affidavits and Certifications, attached to this IFB as Attachment A.
- Suppliers must include the Insurance Checklist with their proposal as detailed in Section 3.18., attached to this IFB as Attachment B.

**TAB VII 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 IFB. 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 INVITATION FOR BIDS NUMBER 2024.030, BUILDING MATERIALS AND SUPPLIES**

**SUPPLIER'S NAME:** \_\_\_\_\_

**6.1 PRICING:** Suppliers are to provide firm pricing for offerings in the form of a discount off MSRP or cost-plus (markup). Suppliers must be able to show the MSRP or cost, the percent discounted or added, and the final cost to PBA.

**Please use a separate piece of paper if you need to itemize any pricing based on brand or category.**

Must answer with a number between 0% and 100%. Failure to enter a number for the discount or cost-plus shall be interpreted as a 0% discount or cost plus 0%.

	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>CIRCLE YOUR RESPONSE FOR PRICING</b>	<b>RATE</b>
<b>PRICING</b>	<b>6.1.1</b>	Percent discount off MSRP or cost-plus for materials, supplies, and parts.	<b>Discount off MSRP OR Cost-Plus</b>	%
	<b>6.1.2</b>	Percent discount off MSRP or cost-plus for major equipment.	<b>Discount off MSRP OR Cost-Plus</b>	%

**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 OFFICE  
INVITATION FOR BIDS NUMBER 2024.030  
SUBMISSION AFFIDAVITS AND CERTIFICATIONS**

We \_\_\_\_\_  
(Bidder/Proposer Company Name)

do certify that on the

(Solicitation Title/Project Name)

we are in receipt of the following checked items and do hereby certify or affirm as follows:

**NON-COLLUSION AFFIDAVIT**

- (1) Submitted proposal is genuine and is not a collusive or sham proposal;
- (2) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this signatory, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposed price or the proposed price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (3) The scope of service outlined in the proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this signatory.

**NO CONTACT/NO ADVOCACY AFFIDAVIT**

1. **NO CONTACT POLICY:** After the posting of this solicitation to the Procurement Office's website, any contact initiated by any proposer with any PBA representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Representative listed as the point of contact on the cover page of this solicitation. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
2. **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to PBA staff including, but not limited to, members of the PBA Board, PBA Directors, or any other PBA staff.

**Any company and/or individual who does not comply with the above stated "No Contact" and "No advocating" policies may be subject to having their proposal rejected from consideration.**

**DRUG-FREE WORKPLACE AFFIDAVIT**

Bidder has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented. Contractor will ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

**CHILD CRIME AFFIDAVIT**

The proposer agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the proposer to comply with this requirement is grounds for immediate termination of the Agreement.

**☐ 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.

**☐ IRAN DIVESTMENT ACT**

**CERTIFICATION OF NONINCLUSION**

**NOTICE:** Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/public-information-library/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106\\_Iran\\_Divestment\\_Act\\_updated\\_with%20NY12.04.23.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_with%20NY12.04.23.pdf)

By submission of this form, the proposer certifies that the above-named firm, under penalty of perjury to the best of its knowledge and belief, and any proposed suppliers are not on the list created pursuant to § 12-12-106.

**☐ NON-BOYCOTT OF ISRAEL**

The Signatory certifies that the proposed firm and any subcontractors or suppliers certify that the firms, subcontractors and suppliers are not boycotting Israel pursuant to Tenn. Code Ann. §12-4-1 and will not during the term of any award. Each supplier and each person signing on behalf of any supplier further certifies that each supplier is not on the list created pursuant to TCA § 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.

**☐ CONFLICTS OF INTEREST AND COMMISSIONS AND NON-DISCRIMINATION**

PBA has adopted a Code of Ethics and a Conflict of Interest Policy, both of which are hereby incorporated by reference. A full copy of the Code of Ethics and the Conflict of Interest Policy can be found at [www.ktnpba.org/doing-business-with-pba](http://www.ktnpba.org/doing-business-with-pba) under the “Resources” section.

The Code of Ethics can be found at: [66589baba0f90bd452a781c7\\_PBA\\_Conflicts\\_of\\_Interest\\_Resolution.pdf](https://www.ktnpba.org/doing-business-with-pba/66589baba0f90bd452a781c7_PBA_Conflicts_of_Interest_Resolution.pdf) ([website-files.com](http://website-files.com))

The Conflict of Interest Policy can be found in the Procurement Manual at: [66589bac58f9404728b11dc7\\_PBA\\_Procurement\\_Manual\\_1.pdf](https://www.ktnpba.org/doing-business-with-pba/66589bac58f9404728b11dc7_PBA_Procurement_Manual_1.pdf) ([website-files.com](http://website-files.com))

The Proposer acknowledges that it has received and reviewed a copy of the PBA Code of Ethics and the Conflict of Interest Policy, a copies of which are available at the link listed above.

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

The Proposer 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. 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, 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. 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.
6. 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.
7. 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.

(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. If 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.)

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

**Notarization of Affidavits**

In order for a submission to be considered for award, the following section must be notarized hereby certifying or affirming that the Bidder/Proposer is in receipt and has acknowledged each clause in the Submission Affidavits and Certifications section above. At the discretion of the PBA Procurement Office, a submission that has not been notarized may be deemed non-responsive.

State of \_\_\_\_\_ County of \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

Being duly sworn, deposes, and says that:

They are a principal officer of \_\_\_\_\_, the firm submitting the attached proposal, their title being \_\_\_\_\_, and has authority to affirm and/or certify the listed declarations.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My Commission expires

**ATTACHMENT B  
PBA PROCUREMENT OFFICE  
INVITATION FOR BIDS NUMBER 2024.030  
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. The Firm must provide Liability Insurance with a limit not less than \$1,000,000 per claim per policy period, with a deductible satisfactory to PBA. 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 paragraphs 1 and 2.
5. All insurance policies procured by the contractor will provide for the waiver of subrogation of all claims against PBA, the City of Knoxville, Tennessee, and Knox County, Tennessee, and their respective officers, directors, agents, employees, agencies, and Instrumentalities.
6. Carrier rating shall have a BEST's rating of A-VII or better or its equivalent.
7. The contractor and/or its insurance carrier will be responsible for notifying PBA of any pending cancelation, non-renewal or material change in coverage in accordance with the policy provisions. Copy of policy provisions must be provided to PBA, if requested.
8. PBA must be listed as an Additional Insured on all policies except 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 IFB 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](mailto: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