



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

INVITATION FOR BIDS

**KNOXVILLE AREA TRANSIT (KAT) CAMERA
UPGRADES
IFB 2024.029**

Issued May 22, 2024

PBA is releasing this IFB to procure equipment and associated services relating to camera upgrades for the KAT station and two super stop locations.

**BIDS TO BE RECEIVED BEFORE 11:01:00 A.M., EASTERN TIME
THURSDAY, JUNE 28, 2024**

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 **Knoxville Area Transit Camera Upgrades** as specified herein. Bids must be received by **11:00 a.m. Eastern Time on June 28, 2024, Eastern Time**. Late bids will neither be considered nor returned.

Please Deliver Bids to:

**Proposal Number 2024.029
Public Building Authority – Procurement Office
610 Richards Street
Knoxville, Tennessee 37921**

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

SCOPE OF WORK: PBA is seeking a contractor(s) for the provision of camera upgrades for the KAT station and two super stop locations. This will include a total of 39 cameras that must be compatible with Avigilon.

SITE VISIT: PBA will conduct a non-mandatory site visit at the Knoxville Area Transit Center located at 301 East Church Avenue, Knoxville, TN 37915 on **June 12, 2024 at 10 a.m. Eastern Time**.

SUBMIT QUESTIONS: Prospective contractors may submit questions concerning this solicitation until **4:30 p.m. Eastern Time on June 13, 2024**. Submit questions as noted in Section 1.1.

NOTICE OF FEDERAL FUNDING: By submitting a bid, the supplier acknowledges the use of federal funding for the resulting contract. In addition, all bidders acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

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. Please include "Knoxville Area Transit Camera Upgrades" 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 bid closing, unless otherwise indicated in their bid. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the IFB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the IFB, and which must be complied with at risk of bid rejection for non-responsiveness.

1.3 ALTERNATIVE BIDS: PBA will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid (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.

Further, 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.

1.8 COPIES: PBA **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy. PBA requests that bids be concise with no duplication of answers.

1.9 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 bid being deemed non-responsive and disqualified.

1.10 ELECTRONIC TRANSMISSION OF BIDS: Due to the nature of this solicitation PBA's Procurement Office **will not** accept electronically transmitted bids through PBA's On-Line Procurement System. Facsimile and email submissions are strictly prohibited.

1.11 ENTRANCE TO PBA SITES: Only PBA badged employees of the successful contractor(s) are allowed on the premises of PBA buildings and projects. Contractor employees/subcontractors are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any unauthorized 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.

1.12 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.

1.13 HOW TO DO BUSINESS: PBA utilizes a web-based procurement software system, Vendor Registry. The system provides our clients with a more enhanced and end-user-friendly means of accessing our services. The system allows for 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.

- 1.14 FINANCIAL STATEMENTS:** Each proposer shall include with its bid a copy of its last three years of financial statements, and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the contract. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is/are complete and is/are the most recent audited financial statement(s) available. The financial statement(s) shall be provided at no charge to PBA, and PBA is under no obligation to return the financial statement(s). The successful proposer must include a materially similar provision in the contracts of all subcontractors and any other entity providing goods or services related to this IFB, so as to guarantee PBA’s rights to obtain financial statements from subcontractors and suppliers of any tier.
- 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 BIDS:** PBA will consider multiple bids 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 BID 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 bid’s closing time. See Section 1.13 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.

- 1.23 PROPOSAL FORMAT:** This solicitation is in the IFB format. At the specified date and time, each supplier's name will be publicly read aloud. Evaluation of the submittals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 1.24 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:
- 1.24.1** Be submitted on recycled paper;
 - 1.24.2** Not include pages of unnecessary advertising.
- 1.25 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 June 13, 2024**. These requirements also apply to specifications that are ambiguous.
- 1.26 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.
- 1.27 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.
- 1.28 TAXES:** PBA direct purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.29 TITLE VI:** It is the policy of PBA that all its services and activities be administered in conformance with the requirements of Title VI. 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.
- 1.30 USE OF BID FORMS:** Suppliers must complete the bid forms contained in the solicitation package. Failure to complete the bid forms may result in rejection of their submittal.
- 1.31 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 **PROTEST PROCEDURES:** Notwithstanding anything in PBA's Procurement Manual, with regard to this solicitation, protests may be made by prospective bidders/offerors whose direct economic interest would be affected by a solicitation, proposed award, or award of a contract. The Regional FTA Office will be notified of all Protests of Federally Funded Contracts and will be kept current of the status of the protest. All protest documentation and status of protest will be made available to the FTA IAW the most current version of FTA C 4220.1 Chapter VII.

2.4.1 If submitting the protest via mail, the envelope should be clearly marked "Protest of Award Decision." If submitting via email, the email subject should state "Protest of Award Decision". The written protest should include:

2.4.1.1 The name, address, and phone number of the protestor and the name of the supplier represented;

2.4.1.2 The solicitation name, solicitation number, date, and any other pertinent information;

2.4.1.3 A statement of reason for the protest and the resolution requested;

2.4.1.4 Any supporting documents, exhibits, or evidence to substantiate the protest; and

2.4.1.5 The original signature of the protestor

2.4.2 Protests Before Bid Opening

Bid protests alleging restrictive specifications or improprieties which are apparent prior to bid or proposal opening must be submitted in writing to the PBA buyer listed on the cover page of this solicitation and must be received at least three (3) days prior to bid/proposal opening.

Bids will not be opened until seven (7) days after resolution of the protest unless PBA determines that:

2.4.2.1 The items to be procured are urgently required;

2.4.2.2 Delivery or performance will be unduly delayed by failure to make award promptly; or

2.4.2.3 Failure to make award will otherwise cause undue harm to PBA or the city/state/federal government.

If the written protest is not received by the time specified, bids or proposals may be received, opened and awarded in the normal manner unless a determination is made by PBA to delay procurement. Oral protests not followed up by a written protest will not be considered. PBA may request additional information from the protesting party, or information or a response from other bidders, which must be submitted in writing to PBA not later than ten (10) days from the date of PBA's request. So far as practicable, protests will be decided upon the basis of the written material submitted by all sources so all parties are urged to make written submissions as complete as possible. Failure of any party to respond timely to a request for information may be deemed by PBA that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response; and, in such event, the protest will proceed and will not be delayed due to the lack of a response. Upon receipt of a protest, appropriate PBA staff, and any other evaluators deemed appropriate by PBA shall review the written protest submissions, and within ten (10) days shall, either (a) render a final written decision which responds in detail to each substantive issue raised in the protest, or (b) at the sole election of PBA, conduct an informal hearing at which the interested participating parties will be afforded an opportunity to present their respective positions, facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following any informal hearing, PBA shall render a decision, and advise all interested parties thereof in writing no later than ten (10) days from the date of the informal hearing.

2.4.3 Protests After Bid Opening/Prior to Award:

Protests against making an award may be made after bid opening and prior to award. Such protests must be submitted in writing to PBA and must be received by PBA within seven (7) days of the bid opening. The process outlined above for receiving and resolving protests received before bid opening will be followed for any protest received under this section.

Notice of the protest and the basis therefore will be given to all respondents. In addition, when a protest against the making an award is received and PBA decides to withhold the award pending disposition of the protest, the bidders/offerors whose bids or proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or withdraw the bid or proposal.

Where a written protest against making an award is received in the time specified, award will not be made until at least seven (7) days after resolution of the protest unless PBA determines that:

- 2.4.3.1** The items to be procured are urgently required;
- 2.4.3.2** Delivery or performance will be unduly delayed by failure to make award promptly;
- 2.4.3.3** Failure to make award will otherwise cause undue harm to PBA or the state/federal government.

2.4.4 Protests After Award:

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. Complaints received more than seven calendar days after the notification of the award decision has been made may be considered in the sole discretion of the Director of Finance.

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.

2.4.5 Protests to Federal Transit Administration:

Under certain limited circumstances, an interested party may protest to FTA if the procurement involves funds from an FTA grant. FTA's review of any protest will be limited to an alleged failure by PBA to have written protest procedures or alleged failure by PBA to follow such procedures. Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation.

Protestors desiring to do so shall file a protest with FTA not later than five (5) days after the decision or reconsideration of PBA is rendered under the PBA protest procedure. In instances where the protestor alleges that PBA failed to make a final determination on the protest, the protestor shall file a complaint with FTA no later than five (5) days after the protestor knew or should have known of PBA's failure to render a final determination on the protest. The protestor must exhaust its administrative remedies by pursuing the recipient's protest procedures to completion before appealing the recipient's decision to the FTA.

Protests to FTA should be filed with the FTA Atlanta Regional Office with a concurrent copy to PBA. The protest filed with FTA shall be filed in accordance with the most current version of FTA Circular 4220.1, include the name and address of the protestor, identify the PBA solicitation number, contain a statement of the grounds for the protest and any supporting documentation, and include a copy of the local protest filed with PBA and a copy of PBA's decision, if any.

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. 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 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 Office.
- 2.25 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.
- 2.26 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. 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 camera upgrades desired by KAT and 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.
- 3.4 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 Office will have the authority to make changes during the term of this agreement and in compliance with the resulting contract.
- 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). Certifications of technicians **must be included** in the response package. It will be the awarded contractor's responsibility to maintain current certifications with the PBA Procurement 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. Cardinal changes will not be permitted.

- 3.7 COMMUNICATIONS:** The successful execution of this contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with a fax transmission or email. It is essential that the contractor have an efficient and properly working fax machine or email capabilities. The contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers, fax numbers, and 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.
- 3.8 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 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 CONTRACTOR CONTACTS:** 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.
- 3.11 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.
- 3.12 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.
- 3.13 EVALUATION CRITERIA:** PBA will evaluate the submitted bids 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:

Firm's Fixed-Price

100 Points

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.

- 3.14 EVALUATION PROCEDURES:** PBA will incorporate the following review procedures in the evaluation of the submitted bids.
- 3.14.1** PBA reserves the right to eliminate bids that are clearly non-responsive to the stated requirements.
- 3.14.2** 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.
- 3.14.3** The detailed evaluation that follows the initial examination may result in more than one finalist. At that point, PBA may request additional information or presentations by suppliers and/or carry out contract negotiations for the purpose of obtaining best and final offers.

- 3.14.4** PBA reserves the right to visit the office(s) and/or site(s) of the supplier(s) in order to inspect the facilities and meet key personnel.
- 3.14.5** 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.
- 3.14.6** 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.
- 3.14.7** PBA reserves the right to waive minor informalities in proposals, provided that such action is in the best interest of PBA. Any such waiver will not modify any remaining 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.
- 3.15** **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.
- 3.16** **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.
- 3.17** **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 firm(s) shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this contract. Firm(s)' failure to so comply shall constitute a material breach of this contract.
- 3.18** **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.
- 3.19** **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.

3.20 INSURANCE: The successful contractor(s) must carry the insurance, on a primary and non-contributory basis, 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" 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.

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and contractor shall ensure that PBA is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

3.21 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.

3.22 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. 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.

3.22.1 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.

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

3.22.3 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.

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

3.23 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.

3.24 INVOICING PROCEDURES:

- 3.24.1** 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.
- 3.24.2** Under no conditions will PBA be liable for the payment of any interest charges associated with the cost of the contract.
- 3.24.3** Invoices must be submitted after the service(s) is completed.
- 3.24.4** 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.
- 3.24.5** 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..
- 3.24.6** 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.

3.25 **LIABILITY:** All collected materials/products shall become the liability of the contractor immediately upon the contractor's handling of collected materials/products and continuing thereafter. The contractor must agree to indemnify, defend, and hold PBA harmless from all liability arising from transporting, collecting, or disposing of collected materials/products.

3.26 **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.

3.27 **NEW MATERIAL:** Unless specified otherwise in the proposal package, the supplier must provide new supplies. New, as used in this clause, means previously unused materials. Material includes, but is not limited to, raw material, parts, items, components, and end products. Supplier submission of other than new materials may be cause for the rejection of their proposal.

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 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.

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

3.31 PERFORMANCE BONDS, PAYMENT BONDS, AND BID BONDS:

3.31.1 A Bid Bond is required, at the sole cost of the supplier, to be submitted with the bid equal to five percent (5%) of the bid price.

If a bidder selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation, the bid bond will be immediately forfeited to PBA. The time limit for negotiation or delivery of a contract is 14-days from the date the bidder receives an Intent to Award from PBA. Bids submitted without a bid bond will be rejected.

3.31.2 In connection with the resulting contract, the successful contractor will be required to submit:

- 3.31.2.1** A Performance Bond equal to one-hundred percent (100%) of the total amount of the contract amount; and
- 3.31.2.2** A Payment Bond equal to one-hundred percent (100%) of the total the contract amount

Bidders must obtain a letter(s) of commitment from a surety company licensed and authorized to do business in the State of Tennessee, which states that if the bidder is awarded the contract, the surety will provide the performance and payment bonds required under this section. The letter(s) of commitment must be submitted with the bid. Bids submitted without a letter(s) of commitment from a surety company may be rejected.

The actual Performance and Payment Bonds must be obtained from the surety company and provided to PBA within five (5) business days of request. A bidder's failure to provide the required bonds, within the required time, will cause PBA to reject the bid or cancel the contract.

The Bonds will be returned upon the successful and satisfactory completion of the project.

3.32 **PERSONAL PROPERTY:** The successful contractor(s) will be fully responsible for all personal property located within the area where work is performed. This will include, but not be limited to: parking lot surfaces, sidewalks, benches, tables, fences and/or fence posts, vehicles, mailboxes, driveway culverts, flower gardens, poles, etc. The successful contractor(s) must make immediate notification to the appropriate PBA designee if damage occurs.

The property owner, if applicable, must also be notified immediately and a course of corrective action discussed and agreed upon at the earliest possible time; in no event will the contractor(s) exceed 48 hours to notify the property owner of damage to their personal property.

3.33 **PERSONNEL AND QUALIFICATIONS OF STAFF:** Supplier's response must include an organizational chart of the key personnel that will be available for work under the contract, if awarded. Resumes for key personnel must include their title, the number of years that they have been with your company, copies of certifications and/or training achieved.

3.34 **PRICING:** Contractor must give a firm fixed price for this work.

3.35 **BID 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. Due to the importance of product quality and manufacturer support and certification, bids must be able to show they are a licensed distributor for products as appropriate.

3.36 **BID 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.

3.37 **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. Suppliers must have at least five years' experience as it relates to this IFB.

3.38 **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 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.

3.39 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.

3.40 REPORTS: Successful contractor(s) may be asked to generate needed reports or historical records. Ongoing reporting for spend will be required and the frequency of reporting will be determined by PBA and will be required for three years after final payment. 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.

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

The contractor(s) will be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during a project. The safety of the public is of primary concern to PBA. All costs for traffic control will be the responsibility of the contractor(s). PBA does not assume any responsibility for the protection of or for loss of materials from the time that the project operations commence until final acceptance of the work by the PBA designee.

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

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

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

3.44 SUPPLIER INTERVIEWS: PBA requests that suppliers demonstrate their capabilities as well as a thorough knowledge of the intent of this IFB. 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.

3.45 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 BIDS REQUESTED ON BRANDS OR EQUAL: Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers, or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the bidders, including bidders whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures, or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered a valid justification for rejection of a bid.

Due to the importance of product quality and manufacturer support and certification, bidders must be able to show they are a licensed distributor for products as appropriate.

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. 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.

- 4.2.1 The contractor(s) will be required to have ample equipment and staff available simultaneously as required by PBA during the contract period.
- 4.2.2 The contractor(s) will furnish all labor, equipment, vehicles, and other items necessary to accomplish the work. All personnel are required to be employees of the contractor(s). No contract or day laborers are permitted. No subcontracting will be permitted under the contract without prior written permission from PBA. The use of any building tenant or PBA office equipment, space, items, and articles are strictly prohibited.
- 4.2.3 Contractors must provide at least one employee with the ability to speak, read, write, and understand English so PBA's staff can communicate effectively with them.
- 4.2.4 Contractor(s) must take precautions necessary to protect persons or property against injury or damage. Contractor(s) will be solely responsible for any such damage or injury to property or persons that occur as a result of their fault or negligence. Any damaged item(s) must be replaced or repaired at PBA's discretion at no additional cost to PBA. Any repairs/replacements shall match the existing in all cases and shall be completed to the satisfaction of PBA. All repairs must be completed in a timely manner. Contractor(s) will have thirty days from the date of such damage to complete repairs/replacements. However, if the damage is such that it cannot be repaired/replaced within thirty days, it shall not constitute a breach if corrective action is instituted by contractor(s) within such period and is diligently pursued until the property is substantially returned to the condition which existed immediately prior to the damage. Should repairs not be made in a timely manner, PBA reserves the right to cause such repairs to be completed by an alternate source and charge the entire cost, plus a 20% administrative fee of such repairs to contractor(s).
- 4.2.5 Contractor(s) must perform work without unnecessarily interfering with the activities of tenants or other contractor(s). Contractor(s) must not disable or disrupt building fire or life safety systems without prior written notice to and written approval from PBA.
- 4.2.6 It will be the responsibility of the awarded contractor(s) to maintain the work zone in a clean manner so that foot traffic is not impeded, and no debris is carried into other areas of the facility. The work area must be cleaned prior to leaving the site.
- 4.2.6 The successful contractor(s) must abide by all codes and industry regulations regarding the proper disposal of all trash and debris generated while performing work under the term contract.
- 4.2.7 Contractor(s) must immediately notify the PBA designee when problem(s) are encountered and assist in the response to correct the problem(s). All emergency conditions must be promptly reported to PBA Security Communications Center at 865-215-2246.
- 4.2.8 Provide criminal background checks on all employees to the PBA designee upon request during the term of the contract. Enhanced background checks may be required for some PBA facilities.
- 4.2.9 Only employ and assign employees who are properly trained to perform work on PBA equipment covered under this contract. Suppliers must provide a copy of all current certifications and training received for all employees that the supplier proposes to use on PBA properties.

4.3 EQUIPMENT AND MATERIALS:

- 4.3.1 All equipment must be in proper running order in accordance with local laws. Any equipment deemed unsafe by the PBA designee will not be used on-site.
- 4.3.2 All equipment must be properly maintained, kept clean, and in good working condition. All non-functioning equipment must be removed from the premises immediately.
- 4.3.3 The supplier(s) must furnish all necessary safety equipment, personal protective equipment, and other protective equipment as needed.

4.4 HOURS OF WORK AND PROJECT TIMELINE:

PBA will work with awarded contractor to schedule the work. The work will be completed during PBA’s normal business hours, which are Monday through Friday 7:00am to 5:00pm EST.

The project must be completed in fifteen (15) business days. This would include ten (10) days for installation and five (5) days to remove existing equipment.

4.5 LICENSES: Suppliers must provide with their response a copy of all applicable current State of Tennessee, Knoxville, Knox County, Contractor’s License, business tax license, and/or EPA license(s) that they and their employees hold. Suppliers must provide 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.

4.6 PBA RESPONSIBILITIES:

4.6.1 PBA will coordinate with the awarded contractor(s) so they may access all areas to be serviced under the resulting contract.

4.6.2 The PBA designee will be responsible for the inspection and final acceptance of the work.

4.7 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).

4.8 SERVICES: Camera upgrades as outlined below.

Location of work:

Knoxville Area Transit Center: 301 E Church Ave., Knoxville, TN 37915

Super Stop Walbrook: 8441 Walbrook Dr., Knoxville, TN 37919

Super Stop Kirkwood: 107 Kirkwood St., Knoxville, TN 37914

Camera Quantities:

Knoxville Area Transit Center: 35 cameras

Super Stop Walbrook: 2 cameras

Super Stop Kirkwood: 2 cameras

The location of each camera is outlined below. Please note that to keep as much camera coverage in place as long as reasonably possible.

4.8.1 Install all new cameras (see specifications below for each location).

4.8.2 Configure new cameras to PBA’s system

4.8.3 Test cameras to ensure all components are in working condition

4.8.4 Completely remove existing cameras and any necessary peripherals at named locations prior to installing the new system.

4.8.5 Remove all old material and dispose

4.8.6 The following pieces of equipment and accessories will be needed for the upgrade at KAT:

Quantity	Model	Equipment Details
4	8.0C-H6A-BO1-IR	8MP H6A Bullet IR Camera with 4.4-9.3mm Lens
2	4.0C-H6A-BO1-IR	4MP H6A Bullet IR Camera with 4.4-9.3mm Lens
6	H4-BO-JBOX1	Junction box for the H5A Bullet; H4SL HD Bullet; or H4 Thermal Cameras.
1	SRT1000XLA	APC Smart UPS 1000VA 120V
9	6.0C-H6A-DO1-IR	6MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens

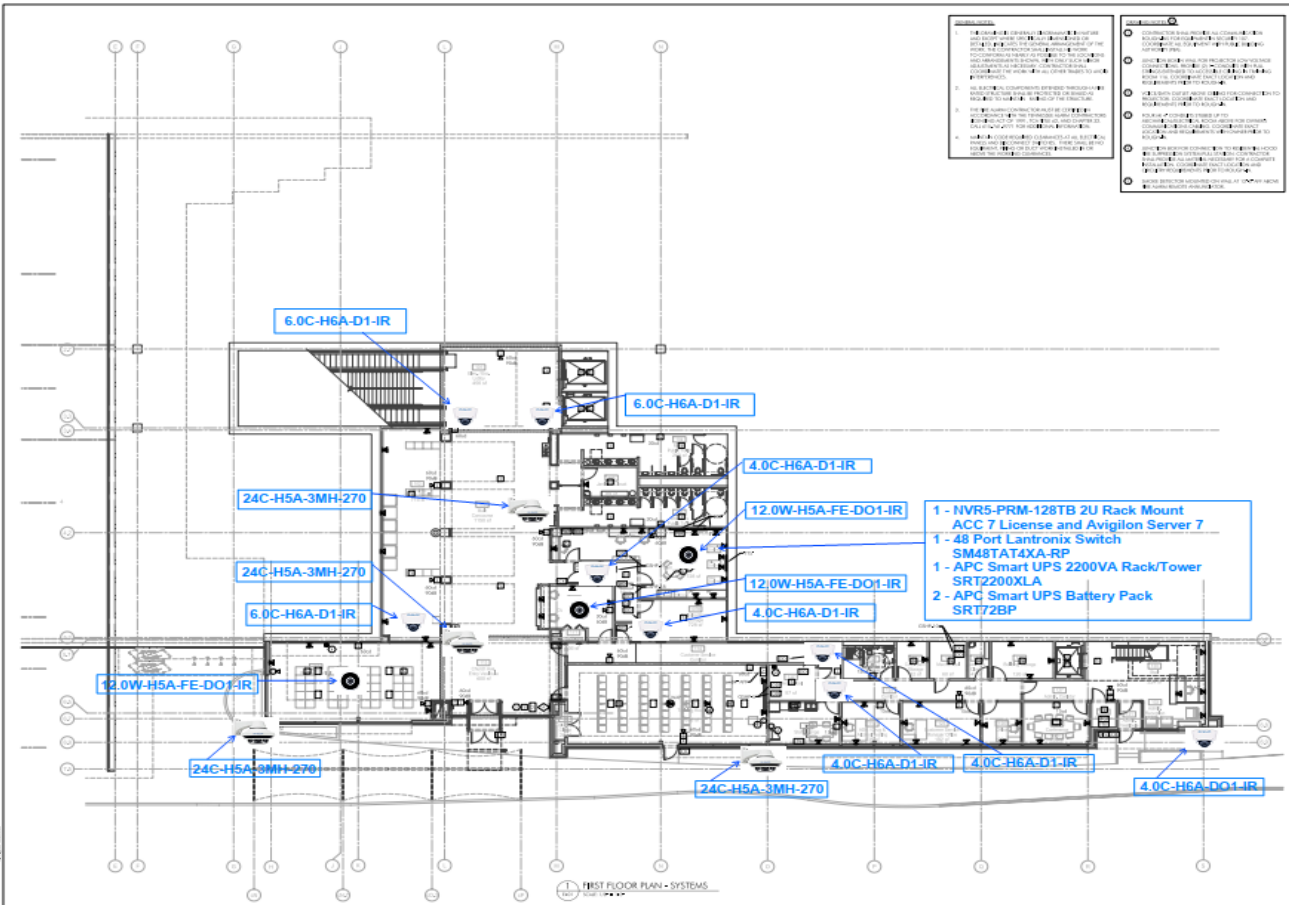
2	4.0C-H6A-DO1-IR	4MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens
5	12.0W-H5A-FE-DO1-IR	12.0 MP; Fisheye Dome Camera; Day/Night; WDR; 1.6mm f/2.0; Next- Generation Analytics; Integrated IR
2	4.0C-H6A-D1-IR	4MP H6A Indoor IR Dome Camera with 4.4-9.3mm Lens
11	24C-H5A-3MH	3X8MP; WDR; 270 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only
11	H5AMH-AD-PEND1	Outdoor pendant mount adaptor. For use with Avigilon H5A Multisensor
11	H5AMH-DO-COVR1	Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with Avigilon H5A Multisensor
11	WLMT-1001	Wall mount for large pendant camera
2	CRNMT-1001	Corner mount for large pendant WLMT-1001
2	3.0C-H4VI-RO1-IR	3.0 MP, H4 Video Intercom, WDR, Lightcatcher, Day/Night
2	H4VI-MT-SURF-1	Surface mount adapter for H4 video intercom
37	ACC7-ENT	ACC 7 Enterprise camera channel
37	ACC-ENT-SMART	ACC Enterprise Smart Plan; 1 year
1	NVR5-PRM-128TB	NVR5 PRM 128TB 2U Rack mount; WS19 NA
1	SRT220XLA	APC by Schneider Electric Smart-UPS SRT220VA 120V- Rack/Tower- 3 hour Recharge- 120 V AC input- 120V AC output- 6 x NEMA 5-20R, 1 x NEMA L5-20R
2	SRT72BP	APC by Schneider Electric Smart-UPS SRT 72V 2.2kVA battery pack- sealed lead acid (SLA)- Leak Proof/Maintenance-free- Hot Pluggable- 3 year minimum battery life- 5 year maximum battery life
2	SM48TAT4XA-RP	Lantronix SM48TAT4XA-RP-SWITCH- 48 PO
6	EX1	Single port 100Mbps POE Extender for extending Cat 5 beyond the 100m cable limit

NOTES:

1. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL CODES.
3. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE COMMUNICATIONS INDUSTRY ASSOCIATION (CIA) STANDARDS.
4. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE TELEPHONE INDUSTRIES ASSOCIATION OF AMERICA (TIA) STANDARDS.
5. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE INTERNATIONAL TELECOMMUNICATIONS UNION (ITU) STANDARDS.
6. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO) STANDARDS.
7. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE INTERNATIONAL ELECTROTECHNICAL COMMISSION (IEC) STANDARDS.
8. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE INTERNATIONAL ORGANIZATION OF LABOR (ILO) STANDARDS.
9. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE INTERNATIONAL ORGANIZATION OF METEOROLOGICAL AND CLIMATOLOGICAL ORGANIZATION (WMO) STANDARDS.
10. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE INTERNATIONAL ORGANIZATION OF STATISTICAL INSTITUTE (IOSI) STANDARDS.

LEGEND:

- EQUIPMENT TO BE INSTALLED
- EQUIPMENT TO BE REMOVED
- EQUIPMENT TO BE MAINTAINED
- EQUIPMENT TO BE REPAIRED
- EQUIPMENT TO BE REPLACED
- EQUIPMENT TO BE UPGRADED
- EQUIPMENT TO BE DELETED
- EQUIPMENT TO BE ADDED
- EQUIPMENT TO BE MODIFIED
- EQUIPMENT TO BE ENHANCED
- EQUIPMENT TO BE OPTIMIZED
- EQUIPMENT TO BE TUNED
- EQUIPMENT TO BE CALIBRATED
- EQUIPMENT TO BE TESTED
- EQUIPMENT TO BE INSPECTED
- EQUIPMENT TO BE APPROVED
- EQUIPMENT TO BE ACCEPTED
- EQUIPMENT TO BE COMPLETED
- EQUIPMENT TO BE DELIVERED
- EQUIPMENT TO BE INSTALLED
- EQUIPMENT TO BE MAINTAINED
- EQUIPMENT TO BE REPAIRED
- EQUIPMENT TO BE REPLACED
- EQUIPMENT TO BE UPGRADED
- EQUIPMENT TO BE DELETED
- EQUIPMENT TO BE ADDED
- EQUIPMENT TO BE MODIFIED
- EQUIPMENT TO BE ENHANCED
- EQUIPMENT TO BE OPTIMIZED
- EQUIPMENT TO BE TUNED
- EQUIPMENT TO BE CALIBRATED
- EQUIPMENT TO BE TESTED
- EQUIPMENT TO BE INSPECTED
- EQUIPMENT TO BE APPROVED
- EQUIPMENT TO BE ACCEPTED
- EQUIPMENT TO BE COMPLETED
- EQUIPMENT TO BE DELIVERED



Intermodal Associated Architects

100% CONSTRUCTION DOCUMENTS FOR REVIEW

KNOXVILLE STATION TRANSIT CENTER

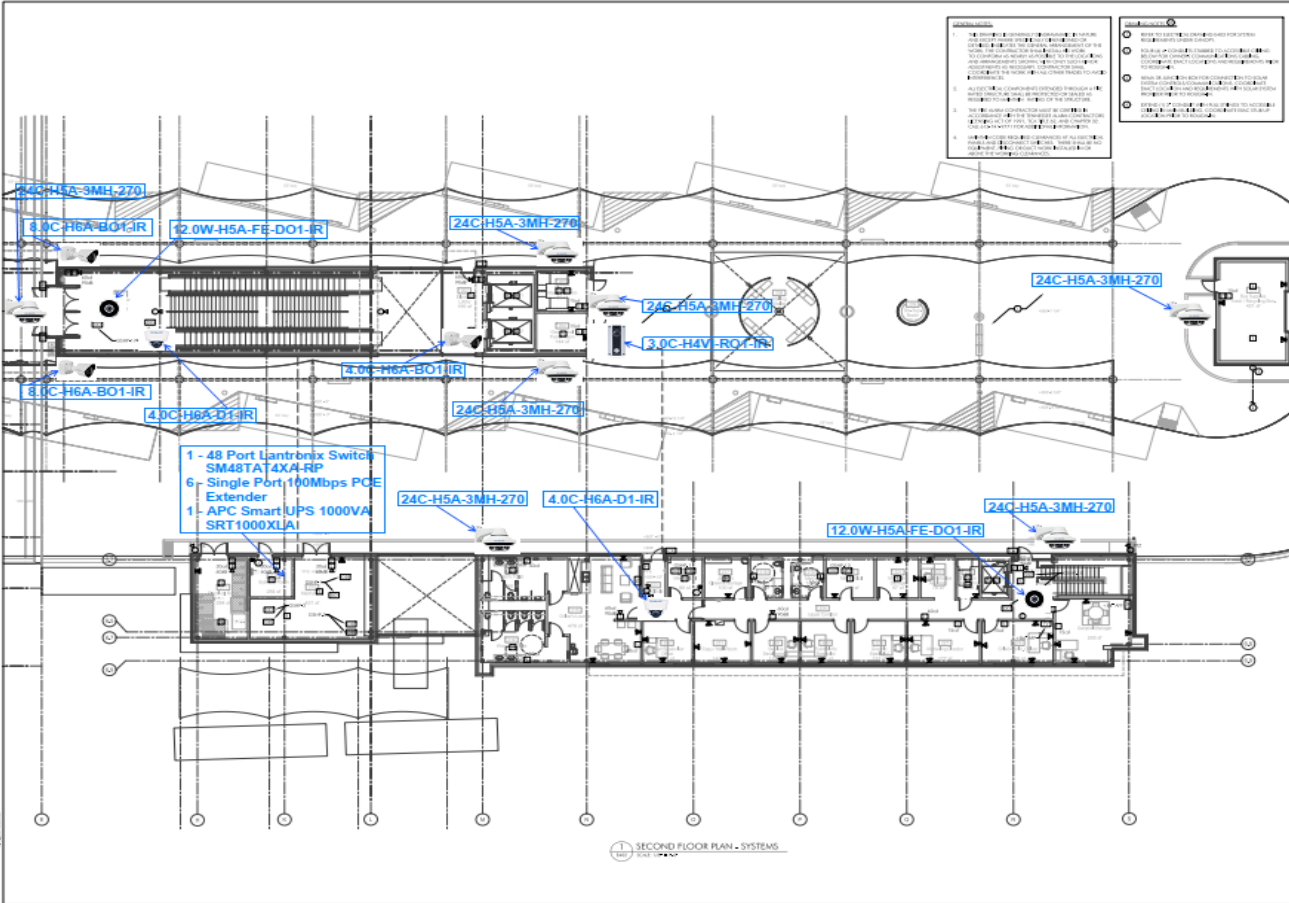
KNOXVILLE, TN

100% CONSTRUCTION DOCUMENTS FOR REVIEW

FIRST FLOOR PLAN SYSTEMS

E401

Intermodal Associated Architects



Intermodal Associated Architects

100% CONSTRUCTION DOCUMENTS FOR REVIEW

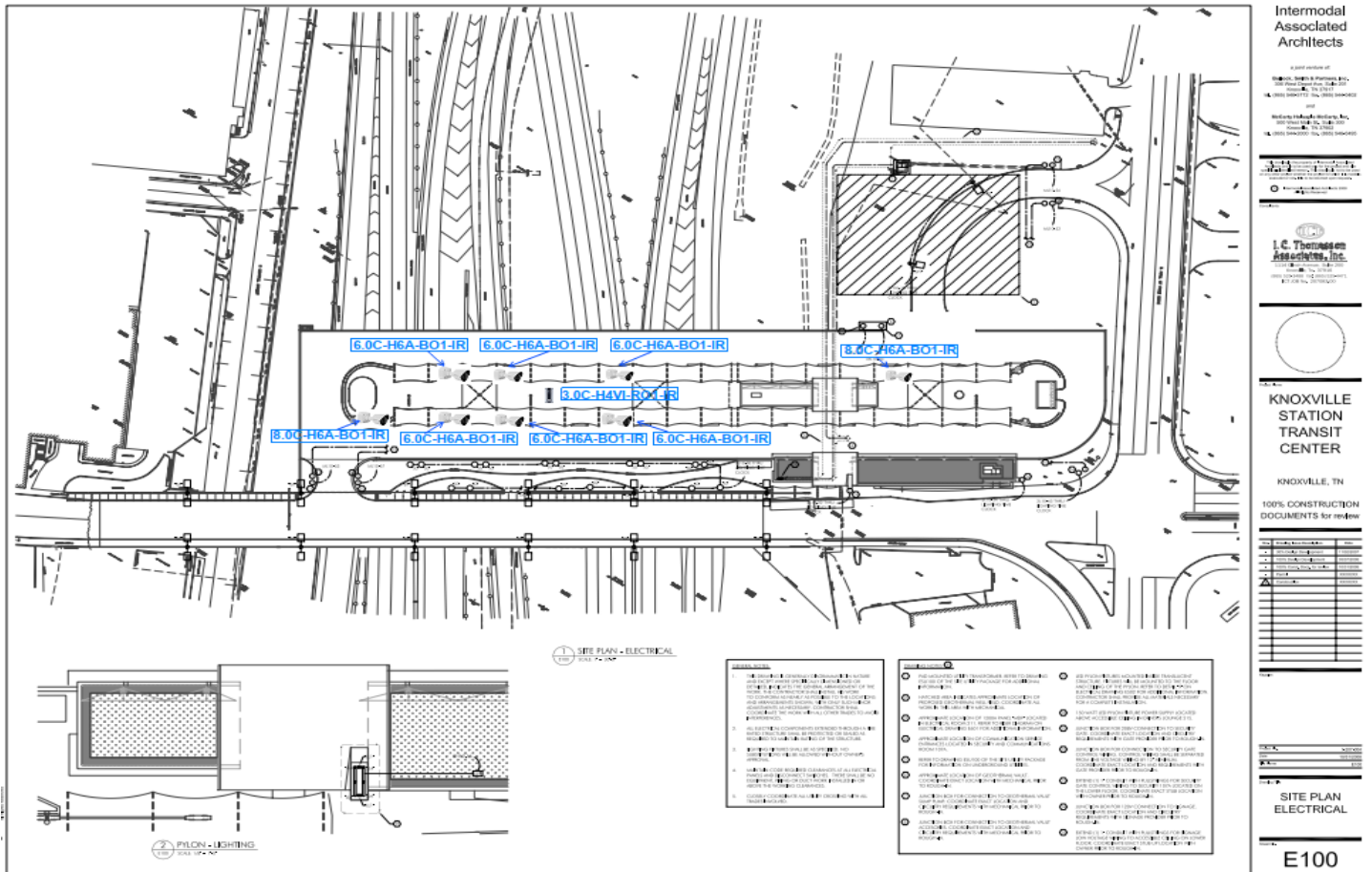
KNOXVILLE STATION TRANSIT CENTER

KNOXVILLE, TN

100% CONSTRUCTION DOCUMENTS FOR REVIEW

SECOND FLOOR PLAN SYSTEMS

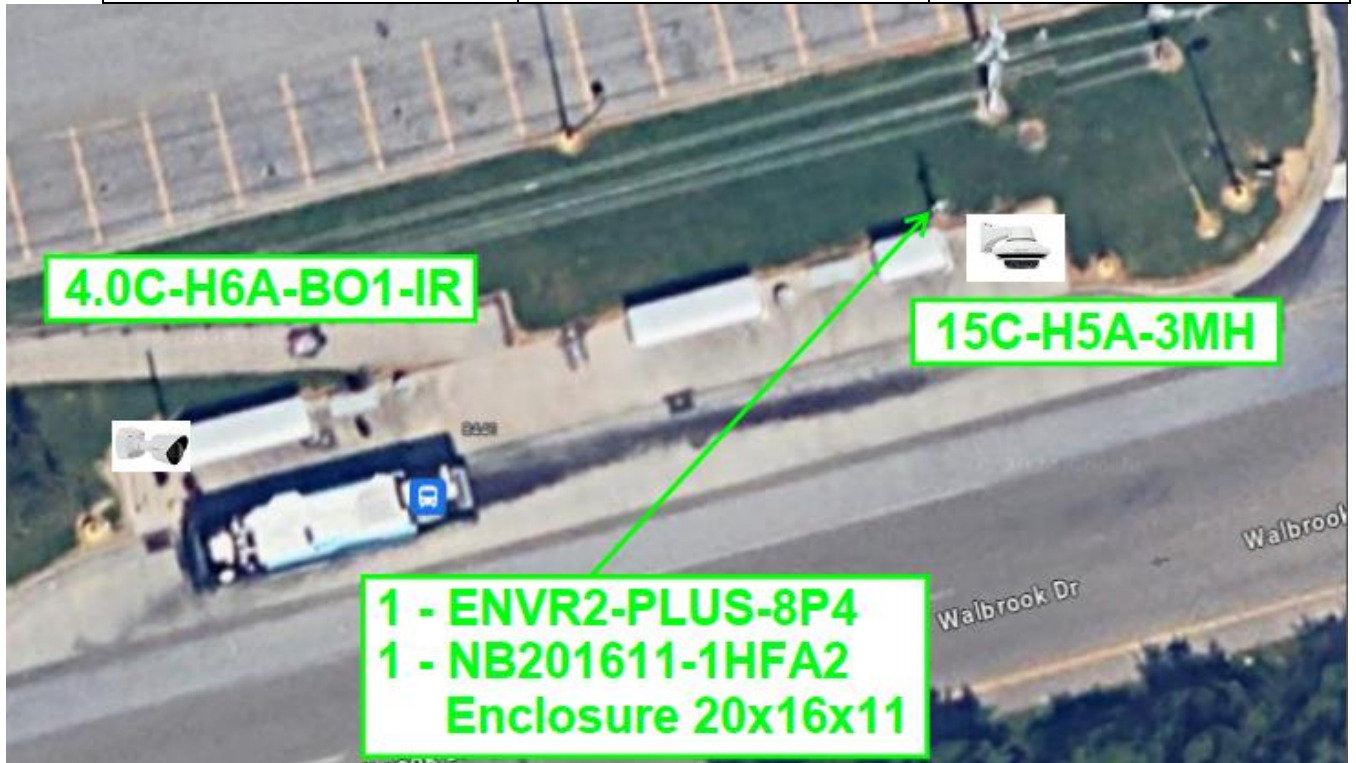
E402



4.8.7 The following pieces of equipment and accessories will be needed for the upgrade at KAT Super Stop Walbrook:

Quantity	Model	Equipment Details
1	4.0C-H6A-BO1-OR	4MP H6A Bullet IR Camera with 4.4-9.3mm Lens
1	DIN-ENVR2-8P	DIN rail mount installation kit
1	H4-BO-JBOX1	Junction box for the H5A bullet; H4A HD Bullet; or H4 Thermal Cameras
1	15C-H5A-3MH	3X5MP; WDR; 270 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only
1	H5AMH-AD-PEND1	Outdoor pendant mount adapter. For use with Avigilon H5A Multisensor
1	H5AMH-DO-COVR1	Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with Avigilon H5A Multisensor
1	WLMT-1001	Wall mount for large pendant camera
1	PLMT-1001	Pole Mount for large pendant WLMT-1001
2	ACC7-ENT	ACC 7 Enterprise camera channel
1	ENVR2-PLUS-8P4	ENVR2 PLUS 4 TB with Avigilon Control Center; NA Power Cord

1	NB201611-1HFA2	20x16x11 Inch 120 VAC Weatherproof Enclosure w/User Adjustable fan/heat controller
2	NB20-FRK-10F	Fan replacement kit for 20" enclosures 120VAC
1	POE-INJ2-60W-NA	Indoor single port Gigabit PoE++ 60W; North American power cord included.



4.8.8 The following pieces of equipment and accessories will be needed for the upgrade at KAT Super Stop Kirkwood:

Quantity	Model	Equipment Details
1	8.0C-H6A-BO1-IR	8MP H6A Bullet IR Camera with 4.4-9.3mm Lens
1	H4-BO-JBOX1	Junction box for the H5A bullet; H4A HD Bullet; or H4 Thermal Cameras
1	15C-H5A-3MH	3X5MP; WDR; 270 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only
1	H5AMH-AD-PEND1	Outdoor pendant mount adapter. For use with Avigilon H5A Multisensor
1	H5AMH-DO-COVR1	Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with Avigilon H5A Multisensor
1	WLMT-1001	Wall mount for large pendant camera
1	PLMT-1001	Pole Mount for large pendant WLMT-1001
2	ACC7-ENT	ACC 7 Enterprise camera channel

1	ENVR2-PLUS-8P4	ENVR2 PLUS 4 TB with Avigilon Control Center; NA Power Cord
1	NB201611-1HFA2	20x16x11 Inch 120 VAC Weatherproof Enclosure w/User Adjustable fan/heat controller
2	NB20-FRK-10F	Fan replacement kit for 20" enclosures 120VAC
1	POE-INJ2-60W-NA	Indoor single port Gigabit PoE++ 60W; North American power cord included.
1	DIN-ENVR2-8P	DIN rail mount installation kit



4.9 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. Any subcontractor(s) is expected to follow all rules and regulations as stated for this project. All required language must be included in any contract between the primary and subcontractor.

4.10 SUPPLEMENTAL INSTRUCTIONS:

- 4.10.1 It is not necessary to return pages 1 through 23 of this IFB in your response.
- 4.10.2 Pages 24 through 26 should be used as a checklist when preparing your response and must be **completed** and **included** with your submittal.
- 4.10.3 Pages 27 through 68 must be **completed** and **returned**. NOTE: Each of these pages may require initials in the lower right corner or signatures.

SECTION V PROPOSAL FORMAT – INVITATION FOR BIDS NUMBER 2024.029, KNOXVILLE AREA TRANSIT CAMERA UPGRADES

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
- 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)
- Contact name(s), telephone number(s), and email address(es)
- Did you include the correct number of exact copies as detailed in Section 1.8? Circle Yes or No
- Did you register/are you registered as a vendor as outlined in Section 1.13? Circle Yes or No
- Did you 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). Circle Yes or No
- 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 1.22? Circle Yes or No
- Will you allow PBA designee(s) to tour and inspect your facility(ies) as detailed in Section 2.22? Circle Yes or No
- Will you offer a discount for payment (e.g.: volume discounts, prompt payment, EFT)? If yes, please list applicable details.
- Can your company meet any schedule and/or deadlines as stated in this IFB? Circle Yes or No

TAB III ACKNOWLEDGEMENT OF ADDENDUM(S)

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

SECTION V PROPOSAL FORMAT – INVITATION FOR BIDS NUMBER 2024.029, KNOXVILLE AREA TRANSIT CAMERA UPGRADES - CONTINUED

SUPPLIER'S NAME: _____

TAB IV COMPANY'S QUALIFICATIONS AND KEY PERSONNEL

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

Suppliers are to include:

- Number of years of experience providing the services requested in this IFB as stated in Section 3.37.
- Number of years in business
- Do you intend to sub-contract any portion of the contract if awarded? Circle Yes or No
 - If so, to who?
 - Did you include the completed Subcontractor Information Form, Attachment Q?
- Suppliers must state the name, business address, email address, office phone number and cell phone number for the direct contact personnel to be assigned to PBA for all services including supervisors, if awarded. Include a resume outlining their related project accomplishments, tenure with the company, related accomplishments, certifications achieved, and/or training completed related to the intent of this IFB. Include all fill-in personnel or personnel available from other branches, if applicable.
- Suppliers must be able to show they are a licensed distributor for products stated in this document as stated in Section 4.1.

TAB V COMPANY'S RESOURCES, AND CAPABILITIES

- Statement of knowledge and experience; highlight government experience providing the services detailed in this IFB.
- Provide a list of government services completed in the last twelve months noting the scope, size in dollars, square footage, and client's name, point of contact, phone number, and email address.

TAB VI COMPANY'S PRICING AND/OR DISCOUNTS

- Suppliers are to complete and include Section VI – Pricing
- If equivalent item is used, suppliers are to include spec sheets for each item.

NOTE: Tab VI- Company's Pricing and/or Discounts are to be submitted under a separate cover from other parts of the supplier's proposal. This means that Tab VI should be sealed in an envelope separate from the rest of your proposal. This tab will be reviewed after the other sections of the supplier's proposal have been reviewed and scored.

SECTION V PROPOSAL FORMAT – INVITATION FOR BIDS NUMBER 2024.029, KNOXVILLE AREA TRANSIT CAMERA UPGRADES - CONTINUED

SUPPLIER'S NAME: _____

TAB VII EXCEPTIONS TO SOLICITATION

- Suppliers must state exceptions, deviations, and/or variations, if any, as detailed in Section 3.16.

TAB VIII ATTACHMENTS

- Suppliers must include the fully executed Statement Concerning Conflicts of Interest Affidavit as detailed in Section 1.6.
- Suppliers must include financial statements as detailed in Section 1.14.
- Suppliers must include the fully executed Iran Divestment Act Affidavit as detailed in Section 2.18.
- Suppliers must include 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 3.12.
- Suppliers must include the fully executed FTA Affidavits for Lobbying and Suspension/Debarment as detailed in Section 3.17.
- Suppliers must include the Insurance Checklist with their proposal as detailed in Section 3.20.
- Suppliers must include a bid bond as detailed in Section 3.31.
- Suppliers must include the fully executed Certificate of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters, Attachment K.
- Suppliers must include the fully executed Debarment for Subcontractors, Attachment L, if applicable.
- Suppliers must include the fully executed Davis Bacon Contract Terms, Attachment M.
- Suppliers must include the fully executed Buy America Certificate, Attachment N.
- Suppliers must include the fully executed Certificate of Compliance with Telecommunications and Video Surveillance Prohibitions, Attachment O.
- Suppliers must include the fully executed Certificate of Federal Tax Liability and Recent Felony Convictions, Attachment P.
- Suppliers must include the fully executed Tennessee State Contract Clauses, Attachment R.

TAB IX 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 2024.029, KNOXVILLE AREA TRANSIT CAMERA UPGRADES

SUPPLIER'S NAME: _____

6.1 LABOR: Provide the number of man-hours and cost per hour per location:

LABOR	ITEM	LABOR TYPE	NUMBER OF HOURS	COST PER HOUR
	6.1.1	Knoxville Area Transit Center		\$ /hour
	6.1.2	Super Stop Walbrook		\$ /hour
	6.1.3	Super Stop Kirkwood		\$ /hour

6.2 ADDITIONAL SERVICE FEES: All service fees will include all materials, equipment, and supplies to provide services. **The price listed must include all costs associated with the work (e.g.: supplies, insurance, salaries, per diems, overhead, profit, fuel, licenses, and vehicle costs).** Do not leave any fields blank.

ADDITIONAL SERVICE FEES	ITEM	DESCRIPTION	COST
	6.2.1	Percent markup for sub-contractors, if applicable.	%
	6.2.2	Cabling Materials Cost	\$
	6.2.3	Lift Rental Cost	\$ /day

6.3 MATERIALS AND EQUIPMENT: Provide pricing for each item. Please list the equivalent and provide spec sheets for any equivalent proposed.

MATERIALS AND EQUIPMENT	ITEM	QUANTITY	MODEL (see tables in 4.8 for details)	COST
	6.3.1	5	8.0C-H6A-BO1-IR	
	6.3.2	3	4.0C-H6A-BO1-IR	
	6.3.3	8	H4-BO-JBOX1	
	6.3.4	1	SRT1000XLA	
	6.3.5	9	6.0C-H6A-DO1-IR	
	6.3.6	2	4.0C-H6A-DO1-IR	
	6.3.7	5	12.0W-H5A-FE-DO1-IR	

6.3.8	2	4.0C-H6A-D1-IR	
6.3.9	11	24C-H5A-3MH	
6.3.10	13	H5AMH-AD-PEND1	
6.3.11	13	H5AMH-DO-COVR1	
6.3.12	13	WLMT-1001	
6.3.13	2	CRNMT-1001	
6.3.14	2	3.0C-H4VI-RO1-IR	
6.3.15	2	H4VI-MT-SURF-1	
6.3.16	41	ACC7-ENT	
6.3.17	37	ACC-ENT-SMART	
6.3.18	1	NVR5-PRM-128TB	
6.3.19	1	SRT220XLA	
6.3.20	2	SRT72BP	
6.3.21	2	SM48TAT4XA-RP	
6.3.22	6	EX1	
6.3.23	2	DIN-ENVR2-8P	
6.3.24	2	15C-H5A-3MH	
6.3.25	2	PLMT-1001	
6.3.26	2	ENVR2-PLUS-8P4	
6.3.27	2	NB201611-1HFA2	

	6.3.28	4	NB20-FRK-10F	
	6.3.29	2	POE-INJ2-60W-NA	

6.4 BONDS: Provide costs for bonds.

BONDS	ITEM	DESCRIPTION	COST
	6.4.1	Performance Bond	
	6.4.2	Payment Bond	

Provide a firm-fixed-price (lump sum) for the entire project (include the price of the bonds)
 \$ _____

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 2024.029
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 _____

1.4 "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 OFFICE
INVITATION FOR BIDS NUMBER 2024.029

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.)

**ATTACHMENT C
PBA PROCUREMENT OFFICE
INVITATION FOR BIDS NUMBER 2024.029**

**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 OFFICE
INVITATION FOR BIDS NUMBER 2024.029
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 and the City of Knoxville, Tennessee 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.
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 OFFICE
INVITATION FOR BIDS NUMBER 2024.029
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 OFFICE
INVITATION FOR BIDS NUMBER 2024.029
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, 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 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. Each supplier and each person signing on behalf of any supplier further certifies that each supplier is not on the list created pursuant to Tennessee Code Annotated (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.

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 OFFICE
INVITATION FOR BIDS NUMBER 2024.029
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 OFFICE
INVITATION FOR BIDS NUMBER 2024.029
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 OFFICE
INVITATION FOR BIDS NUMBER 2024.029

A. Federally Funded Procurement Clauses, including FTA

1. Add the following Terms, Conditions and Required Submittals

a. **Federal Requirements for Contracts Funded by the Federal Transit Administration.**

Note the awarded contract will be partially funded by Federal Transit Administration grants provided through the City of Knoxville to the Public Building Authority. The awarded contractor must agree and comply with the following required federal contract clauses and certifications.

b. **No Government Obligation to Third Parties.**

- i. The Public Building Authority and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Public Building Authority, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- ii. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

c. **Program Fraud and False or Fraudulent Statements and Related Acts.**

- i. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- ii. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- iii. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

d. **Access to Records and Reports.**

The following access to records requirements apply to this Contract:

- i. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Initials _____

- ii. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- iii. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- iv. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.

e. Federal Changes.

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Public Building Authority and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to so comply shall constitute a material breach of this contract.

f. Termination.

- i. The Public Building Authority may terminate this Agreement at any time, with or without cause, 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.
- ii. The Public Building Authority may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform any of the other material provisions of the contract as determined by the Public Building Authority, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure. If the contract is terminated in whole or in part for default, the Public Building Authority may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those terminated. If the contract is terminated in whole or in part for default, the Public Building Authority may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those terminated.
- iii. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Public Building Authority.
- iv. The rights and remedies of the Public Building Authority provided in this clause shall not be exclusive and are in addition to any other right and remedies provided by law or under this contract.

Initials _____

g. Civil Rights Requirements.

The Public Building Authority is an Equal Opportunity Employer. As such, the Public Building Authority agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Public Building Authority agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- i. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- ii. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- iii. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- iv. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

h. Disadvantaged Business Enterprise (DBE) (49 CFR Part 26) -

- i. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. A separate contract goal has not been established for this procurement.
- ii. The prime contractor and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Public Building Authority deems appropriate, which may include, but is not limited to:

Initials _____

- 1) Withholding progress payments;
 - 2) Assessing sanctions;
 - 3) Liquidated damages; and/or
 - 4) Disqualifying the contractor from future bidding as non-responsible. (49 CFR 26.13(b)).
- iii. Each subcontract the contractor signs with a subcontractor must include the assurance in the subparagraph above (see 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- iv. All bidders/proposers are required to submit the **Subcontractor Information Form** below. Additionally, the selected contractor, prior to contract award, must complete and submit the Commitment to Utilize DBE Certification form and subcontractors certified as DBEs through the TDOT Unified Certification Program who are participating in the project must submit the DBE Subcontractor Participation Certification form below.
- v. The contractor is required to pay **all of its subcontractors** performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Public Building Authority. Delays in payment must be approved in writing by the Public Building Authority. In addition, the contractor may not hold retainage from its subcontractors.
- vi. The contractor must promptly notify the Public Building Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Public Building Authority.
- i. **Incorporation of Federal Transit Administration (FTA) Terms** - Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Public Building Authority requests, which would cause the Public Building Authority to be in violation of the FTA terms and conditions.
- j. **Government-Wide Debarment and Suspension.**
- i. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
- 1) Debarred from participation in any federally assisted Award;
 - 2) Suspended from participation in any federally assisted Award;
 - 3) Proposed for debarment from participation in any federally assisted Award;
 - 4) Declared ineligible to participate in any federally assisted Award;

Initials _____

- 5) Voluntarily excluded from participation in any federally assisted Award; or
- 6) Disqualified from participation in any federally assisted Award.

ii. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Public Building Authority. If it is later determined by the Public Building Authority that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Public Building Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

k. Breaches and Dispute Resolution.

1. The Public Building Authority shall have the following rights in the event that the Public Building Authority deems the Contractor guilty of a breach of any term under the Contract.
 - i. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
 - ii. The right to cancel this Contract as to any or all of the work yet to be performed;
 - iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
 - iv. The right to money damages.
2. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Public Building Authority, the Contractor expressly agrees that no default, act or omission of the Public Building Authority shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Public Building Authority directs Contractor to do so) or to suspend or abandon performance.
3. Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the Public Building Authority will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the Public Building Authority takes action contemplated herein, the Public Building Authority will provide the Contractor with thirty (30) days written notice that the Public Building Authority considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.
4. Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Public Building Authority's Purchasing Agent. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing Agent. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing Agent shall be binding upon the Contractor and the Contractor shall abide by the decision.
5. Performance during Dispute. Unless otherwise directed by the Public Building Authority, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
6. Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Initials _____

7. Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Public Building Authority and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Tennessee, County of Knox.
8. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Public Building Authority or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

i. Lobbying.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

m. Clean Air and Clean Water Act Requirements.

The contractor and their subcontractors awarded contracts exceeding \$150,000 must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

n. Energy Conservation Requirements (42 U.S.C. 6321 et seq.; 49 CFR Part 18)

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

o. Safe Operation of Motor Vehicles

Seat belt use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

Initials _____

Distracted driving – The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

p. **Americans with Disabilities Act (42 USC 12101, *et seq.*) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794; 49 USC 5301(d))**

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, as amended, 42 USC §12101, *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794; 49 USC §5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

1. By submitting and attaching an authorizing signature to the proposal the supplier(s) are acknowledging their agreement to comply with these additional FTA clauses.
2. In addition, the supplier(s) must complete and attach the following FTA Certifications.
 - a. Lobbying Certification
 - b. Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions
 - d. Subcontractor Information Form

q. **Conformance with ITS National Architecture**

The Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.”

Initials _____

FTA Terms and Conditions

1. **Fly America Requirements (49 U.S.C. § 40118; 41 CFR Part 301-10)** – Transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S.
2. **Buy America (49 U.S.C. 5323(j); 49 CFR Part 661)** – Applicable for Construction Contracts and Acquisition of goods or rolling stock (valued at \$150,000 or more).
3. **Build America, Buy America Act (41 U.S.C. §§ 8301 - 8305)** – Applicable for Construction Contracts and Acquisition of goods or rolling stock (valued at \$150,000 or more).
4. **Charter Bus Requirements (49 U.S.C. 5323(d); 49 CFR Part 604)** – Applicable for Operational Service Contracts.
5. **School Bus Requirements (49 U.S.C. 5323(F); 49 CFR Part 605)** – Applicable for Operational Service Contracts.
6. **Cargo Preference Requirements (46 U.S.C. 1241; 46 CFR Part 381)** – Applicable to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.
7. **Seismic Safety Requirements (42 U.S.C. 7701 et seq. 49 CFR Part 41)** – Applicable to all contracts for the construction of new buildings or additions to existing buildings.
8. **Energy Conservation Requirements (42 U.S.C. 6321 et seq.; 49 CFR Part 18)** – The Energy Conservation requirements are applicable to all contracts.
9. **Clean Water Requirements (33 U.S.C. 1251)** - The Clean Water requirements apply if each contract and subcontract which exceeds \$100,000.
10. **Bus Testing (49 U.S.C. 5323(c); 49 CFR Part 665)** – Bus Testing requirements pertain only to the acquisition of rolling stock/Turnkey vehicles intended for revenue service.
11. **Pre-Award and Post Delivery Audit Requirements (49 U.S.C. 5323; 49 CFR Part 663)** – Applicable only to the acquisition of Rolling Stock/Turnkey vehicles intended for revenue service.
12. **Lobbying (31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20)** – The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contracts and Turnkey contracts.
13. **Access to Records and Reports (49 U.S.C. 5325; 18 CFR 18.36(i); 49 CFR 633.17)**
14. **Federal Changes (49 CFR Part 18)**
15. **Bonding Requirements** – Contracts or Subcontracts exceeding \$100,000.
16. **Clean Air Act Requirements (42 U.S.C. 7401 et seq; 40 CFR 15.61; 49 CFR Part 18)** – All contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.
17. **Recycled Products/Recovered Materials Requirements (42 U.S.C. 6962; 40 CFR Part 247; Executive Order 12873)** – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items.
18. **Davis-Bacon and Copeland Anti-Kickback Act Requirements (40 USC 3141, et seq.; 18 USC 874; 29 CFR 3.11 and 5.5(a))** – Construction contracts over \$2000.
19. **Contract Work Hours and Safety Standards Act Requirements (40 USC 3701, et seq.)** – Overtime requirements.
20. **No Government Obligation to Third Parties** – Applicable to all contracts.
21. **Program Fraud and False of Fraudulent Statements and Related Acts (31 U.S.C. 3801 et seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307)** – Applicable to all contracts and purchases.
22. **Termination (49 U.S.C. Part 18; FTA Circular 4220.1F)** – All contracts except contracts with nonprofit organizations and institutions of higher education.
23. **Government-Wide Debarment and Suspension (Non-Procurement) (49 CFR Part 29; Executive Order 12549 & 12689; 31 U.S.C. 6101)**
24. **Privacy Act Requirements (5 U.S.C. 552)** – Applies to all contracts.
25. **Civil Rights Requirements (29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.)** – Applies to all contracts.
26. **Breaches and Dispute Resolution (49 CFR Part 18; FTA Circular 4220.1F)**
27. **Patent and Rights in Data Requirements (37 CFR Part 401; 49 CFR Parts 18 and 19)**
28. **Transit Employee Protective Agreements (49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215)**
29. **Disadvantaged Business Enterprise (DBE) (49 CFR Part 26)**
30. **Incorporation of Federal Transit Administration (FTA) Terms (FTA Circular 4220.1F)**
31. **Veterans Employment Preference (FTA Circular 4220.1F)** – Contractors and sub-contractors shall give hiring preference to the extent practical to veterans.

Initials _____

ATTACHMENT J
PBA PROCUREMENT OFFICE
INVITATION FOR BIDS NUMBER 2024.029

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

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

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name of Contractor's Authorized Official

Title of Contractor's Authorized Official

Date

ATTACHMENT K
PBA PROCUREMENT OFFICE
INVITATION FOR BIDS NUMBER 2024.029
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

Signature of Contractor's Authorized Official

Name of Contractor's Authorized Official

Title of Contractor's Authorized Official

Date

ATTACHMENT L
PBA PROCUREMENT OFFICE
INVITATION FOR BIDS NUMBER 2024.029
CERTIFICATION REGARDING
DEBARMENT FOR
SUBCONTRACTORS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS
(This form is for Sub-Contractors)**

The potential lower tier participant _____ certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the potential lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official

Typed Name

Title _____

Applicant/Organization

Date Signed

**ATTACHMENT M
PBA PROCUREMENT OFFICE
INVITATION FOR BIDS NUMBER 2024.029
DAVIS BACON CONTRACT TERMS**

Applicability In accordance with 29 CFR Part 5, the following Definitions (5.2) and Contract Provisions (5.5) are applicable to this Contract. In the event of a conflict between these Definitions and Contract Provisions and any other provision of the Contract, the stricter requirement applies.

5.2 Definitions The definitions set forth in 29 CFR Part 5.2 apply to the Contract Provisions contained herein. Such definitions are to be read in addition to, and not in exclusion of, any Contracting Definitions as set forth in the State of Ohio Standard Requirements for Public Facility Construction otherwise applicable to this Contract.

5.5 Contract Provisions and related matters (a) The Contractor shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modification thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2), of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(IV); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification for work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1 321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

Initials _____

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Federal agency or The Ohio State University shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after Davis Bacon Contract Language (JULY 2015) 3 written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or

Initials _____

mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved Davis Bacon Contract Language (JULY 2015) 6 in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of title 29 of the United States Code. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Federal Agency or The Ohio State University shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contracts subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and Davis Bacon Contract Language (JULY 2015) 7 watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Prevailing wages as of the date of this solicitation:

- a) 23181 Electronics Technician Maintenance I- \$26.38/hour
- b) 23931 Telecommunications Mechanic I- \$29.66/hour

**ATTACHMENT N
PBA PROCUREMENT OFFICE
REQUEST FOR PROPOSALS NUMBER 2024.029
BUY AMERICA**

Buy America.

1. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

2. A bidder or offeror must submit to the City of Knoxville the appropriate Buy America certification (below) with all bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

3. Note for procurements of replacement components used for rolling stock (transit buses) mid-life overhauls or repairs. The FTA published a final rule in Federal Register 53680 dated September 20, 2007 providing that a bus component, such as an engine or transmission, meets Buy America requirements as long as final assembly occurred within the United States.

Buy America. (BABAA)

1. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

2. A bidder or offeror must submit to the City of Knoxville the appropriate Buy America certifications (below) with all bids or offers. Bids or offers that are not accompanied by a completed Buy America certifications will be rejected as nonresponsive.

3. Build America, Buy America Act.

a. On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. This Act requires the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

b. Previously, the Federal Transit Administration, the covered agency who provided federal funds for this project, required all iron, steel and manufactured products be produced in the United States. For iron and steel, all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. For a manufactured product to be considered produced in the United States, all of the manufacturing processes for the product must take place in the United States; and all of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

c. The Build America, Buy America Act adds a new category to Buy America requirements – construction materials. Under the Act, “none of the funds made available for a Federal financial assistance program for infrastructure.....may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” “Construction materials” include an article, material, or supply that is or consists primarily of:

- non-ferrous metals;

- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

This requirement does not apply to cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

d. Though at the time of this solicitation announcement final guidance from the Federal Government is still pending, initial guidance provides that construction materials meet the Buy America requirement where the final manufacturing process and the immediately preceding manufacturing stage for the construction material occurs in the United States.

The Contractor shall complete and return the applicable Buy America Certifications: E, "Certificate of Compliance with Buy America Rolling Stock Requirements" and/or E-1. "

**CERTIFICATE OF COMPLIANCE WITH
BY AMERICA REQUIREMENTS**

(Certification requirement for procurement of steel, iron or manufactured products exceeding \$100,000)

Certification of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it and/or the manufacturer it represents will comply with the requirements of 49 U.S.C. 5323 (j)(1), and the applicable regulations at 49 CFR Part 661.5.

Date: _____

Signature: _____

Title: _____

Company _____

Certification of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it and/or the manufacturer it represents cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 CFR 661.5, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D) and regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Title: _____

Company _____

Subscribed and sworn before me this ___ day of _____, 201__, in
_____ (City and State)

Notary Public

(Seal)

My Commission Expires: _____
My Commission Number: _____

Description of Attached Document

Type or Title of Document: _____

Signer's Name: _____

Document Date: _____

NOTE: This certification also applies to “Construction Materials” as established by the Build America, Buy America Act as described on the attached supplemental document.

BUY AMERICA CERTIFICATION SUPPLEMENTAL DOCUMENT

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. This Act requires the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

Previously, the Federal Transit Administration, the covered agency who provided federal funds for this project, required all iron, steel and manufactured products be produced in the United States. For iron and steel, all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. For a manufactured product to be considered produced in the United States, all of the manufacturing processes for the product must take place in the United States; and all of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

The Build America, Buy America Act adds a new category to Buy America requirements – construction materials. Under the Act, “none of the funds made available for a Federal financial assistance program for infrastructure.....may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” “Construction materials” include an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

This requirement does not apply to cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Though final guidance from the Federal Government is still pending, initial guidance provides that construction materials meet the Buy America requirement where the final manufacturing process and the immediately preceding manufacturing stage for the construction material occurs in the United States.

ATTACHMENT O
PBA PROCUREMENT OFFICE
REQUEST FOR PROPOSALS NUMBER 2024.029
CERTIFICATION OF COMPLIANCE

**CERTIFICATION OF COMPLIANCE WITH
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
PROHIBITIONS**

The undersigned [Contractor/Manufacturer] certifies that where the contract requires provision of equipment, services, or systems involving telecommunications and/or video surveillance systems, equipment, and/or service, the Contractor/Manufacturer shall not provided such system, surveillance systems, equipment and/or service described in Public Law 115-232, section 889. This includes telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company or any subsidiary or affiliate of such entities.

Date _____

Signature _____

Company Name _____

Title _____

**ATTACHMENT P
PBA PROCUREMENT OFFICE
INVITATION FOR BIDS NUMBER 2024.029
CERTIFICATION OF FEDERAL TAX LIABILITY AND
RECENT FELONY CONVICTIONS**

The Contractor certifies that it:

1. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

2. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the Contractor cannot so certify, the City of Knoxville will refer the matter to the Federal Transit Administration (FTA) and not enter into any Third Party Agreement with the Third Party Participant without the FTA's written approval .

The Contractor agrees to include this requirement down to all subcontractors participating in the award without regard to the value of any sub-agreement.

Signature of Contractor's Authorized Official

Date

Typed Name and Title of Contractor's Authorized Official

**ATTACHMENT Q
PBA PROCUREMENT OFFICE
INVITATION FOR BIDS NUMBER 2024.029**

SUBCONTRACTOR INFORMATION FORM

Bidders/Proposers shall provide information requested below for all sub-contractors being utilized if awarded the procurement project being solicited. Note that all fields must be complete. If no sub-contractors are being utilized, indicated such by writing "N/A" within one of the information fields below.

Official Business Name of Sub-Contractor	Contact Information
	Contact Name:
	Phone #:
	Email:
Description of work sub-contractor will perform:	
Dollar amount this sub-contractor's work represents within the bid/proposal:	\$
Office Use Only	DBE (Y/N):

Official Business Name of Sub-Contractor	Contact Information
	Contact Name:
	Phone #:
	Email:
Description of work sub-contractor will perform:	
Dollar amount this sub-contractor's work represents within the bid/proposal:	\$
Office Use Only	DBE (Y/N):

**ATTACHMENT R
PBA PROCUREMENT OFFICE
INVITATION FOR BIDS NUMBER 2024.029
TENNESSEE STATE CONTRACT CLAUSES**

Conflicts of Interest.

The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract

Lobbying.

The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352

Nondiscrimination.

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Public Accountability.

If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

Public Notice.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Transportation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

Initials _____

Records.

The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control -Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

Environmental Tobacco Smoke.

Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn Code Ann. §§39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract."

Initials _____