



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

INVITATION FOR BID

Knoxville Area Transit (KAT) Camera Upgrades

IFB 2025.004

Issued July 19, 2024

PBA is releasing this IFB to procure equipment and associated services relating to security camera upgrades for the KAT center and two Super Stop locations.

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.

BIDS TO BE RECEIVED BEFORE 11:00:00 A.M., EASTERN TIME

Wednesday, August 14, 2024

SUBMIT BIDS TO:

THE PUBLIC BUILDING
AUTHORITY
PROCUREMENT OFFICE

SUMMER PLACE
505 SUMMER PL.
KNOXVILLE, TENNESSEE 37902

PRIMARY CONTACT:

Brittany Daniels
Procurement Specialist
bdaniels@ktnpba.org

(865) 215-4681

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SECTION 1. INTRODUCTION & INSTRUCTIONS

1.1 Statement of Intent

The Procurement Office of the Public Building Authority of the County of Knox and the City of Knoxville, Tennessee (hereinafter "PBA") is soliciting bids for the removal of existing cameras and installation of new cameras at the KAT center and two Super Stop locations within Knox County.

1.2 IFB Timetable

| | |
|--------------------------|-----------------|
| IFB Release Date..... | July 22, 2024 |
| Questions Deadline..... | July 31, 2024 |
| Submission Deadline..... | August 14, 2024 |
| Site Visit..... | July 30, 2024 |

This timetable is for informational purposes only and these dates are subject to change. The issuance of written addenda by the PBA Procurement Office is the only official method whereby a deadline extension for bid submissions or additional information can be given.

1.3 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 **July 30, 2024 at 10:00 a.m. Eastern Time.**

1.4 Background

PBA, on behalf of Knoxville Area Transit, is requesting the demolition of existing cameras on the platform, shelter, and elevators as well as at two Superstop locations and the installation of new cameras to maintain proper surveillance for the public.

1.5 Prior Experience

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- Contractors must have at least five years of experience as it relates to this IFB.
- Contractors must be able to show they are an authorized licensed distributor for products as appropriate.

An offeror's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

1.6 Required Review

Offerors should carefully review this solicitation for defects, questionable or objectionable material, and restrictive or ambiguous specifications.

Comments concerning defects, questionable or objectionable material, and restrictive or ambiguous specifications should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of bids. This will allow time for the issuance of any necessary amendments. It will

also help prevent the closing of a defective bid and exposure of bidder's bid upon which award could not be made.

PBA may use various words (e.g.: suppliers, vendors, bidders, proposers, firms, offerors, and contractors) to describe parties interested in this solicitation.

1.7 Oral Interpretation/Instruction

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.

1.8 Questions Prior to Deadline

All questions must be in writing and directed to the procurement representative. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the IFB. These questions may be answered over the telephone. Other questions may be more complex and may require a written addendum to the IFB. The procurement representative will make that decision.

If submitting questions via email, please include the name of the IFB in the subject line of the email.

These requirements also apply to specifications that are ambiguous or restrictive.

PROCUREMENT REPRESENTATIVE: BRITTANY DANIELS – PHONE 865-215-4681 –
BDANIELS@KTNPBA.ORG

1.9 Electronic Submission

PBA's Procurement Office **will** accept electronically transmitted bids through PBA's Online Procurement System, Vendor Registry. Facsimile and email submissions are strictly prohibited.

All bidders must register as a vendor in order to submit an electronic file.

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

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

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

Step Two: Submit all materials electronically as two (1) file to PBA's Procurement website PRIOR to 11:00:00 a.m. Eastern Time. To submit electronic file: Visit the PBA's website at www.ktnpba.org. Click "DOING BUSINESS WITH PBA" and then "CURRENT SOLICITATIONS". This will take you to PBA's Vendor Registry Portal.

Click on the applicable solicitation and follow the prompts to upload and submit the electronic file. Bids must be submitted as **one (1) files**. Should you need to merge multiple documents into one PDF, please utilize Google to download a free software intended for merging pdf documents.

Files MUST use the following naming convention, listing the firm's name followed by the title of the solicitation. Example: "ABC Company-TITLE OF IFB.pdf".

It is the supplier's responsibility to contact the procurement representative listed on the cover page of this document to confirm that the bid has been received. PBA is not responsible for unreadable, corrupt, or missing attachments.

1.10 Return Instructions – Hard Copy

If you are submitting an electronic response through Vendor Registry as described in the previous section, you may skip this section.

If submitting a hard copy bid, bidders must submit their bid to the procurement representative in a sealed package. Bidders must time and date stamp the envelope/box before submitting their response to the procurement representative. The Procurement Office's timeclock will become the official record of time.

Bids 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 bid nor assist in placing documents in an envelope/box. Additionally, PBA is not responsible for providing materials (e.g.: envelopes, boxes, tape) for bids.

The sealed bid package(s) must be addressed as follows:

PBA Procurement Office
Attention: **BRITTANY DANIELS**
Invitation for Bid (IFB) Number: **2025.004**

FIRM'S NAME: **NAME OF FIRM**

IFB Title: **KNOXVILLE AREA TRANSIT CAMERA UPGRADES**

If using U.S. mail or a delivery service, please use the following address:

**505 SUMMER PLACE STE G140
KNOXVILLE, TN 37902**

1.11 Supplier Registration

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 bids for our supplier clients.

Prior to the closing of this IFB, *ALL PARTICIPATING SUPPLIERS* must be registered with the PBA Procurement Office. 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.

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 representative listed on the cover page of this document.

Suppliers are not required to sign up for a paid subscription in order to view or respond to PBA solicitations. The procurement software's basic subscription is free to use and is the only subscription required to do business with PBA.

1.12 Amendments to the IFB

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.

If an addendum is issued before the deadline for receipt of bids, the addendum will be posted on the procurement website under "Doing Business with PBA" then "PBA Solicitations".

1.13 Alternate Bids

Bidders may only submit one bid for evaluation. Alternate bids (bids that offer something different than what is asked for) will be rejected.

1.14 News Releases

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.

1.15 Firm, Unqualified, and Unconditional Offer

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.

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.

Receipt of a bid by PBA or a submission of a bid to PBA offers no rights upon the supplier nor obligates PBA in any manner.

1.16 Supporting Information

Provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, PBA reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the IFB requirements. The requirement for such supplemental information will be at the reasonable discretion of PBA and may include the requirement that a bidder will provide a sample product(s) so that PBA can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by PBA, may cause PBA to consider the offer non-responsive and reject the bid.

1.17 Declarative Statements

Any statement or words (e.g.: must, will, shall) are declarative statements and the supplier must comply with the condition. Failure to comply with any such condition may result in their proposal being deemed non-responsive and disqualified.

1.18 Inclement Weather & Closures

During periods of closure due to inclement weather or other 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 inclement weather or any other unforeseen circumstances.

SECTION 2. SCOPE OF WORK

2.1 Scope of Work

PBA is seeking bids for the removal of existing cameras and installation of new cameras at the Knoxville Area Transit Center and two Super Stop locations. All equipment and cabling must be outdoor rated where appropriate. PBA will coordinate with the awarded contractor so they may access all areas to be serviced under this contract. The PBA designee will be responsible for the inspection and final acceptance of work.

Location of work:

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

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

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

Camera Quantities:

Knoxville Area Transit Center: 45 cameras

Super Stop at Walbrook: 2 cameras

Super Stop at Kirkwood: 2 cameras

Knoxville Area Transit Center:

| 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 |

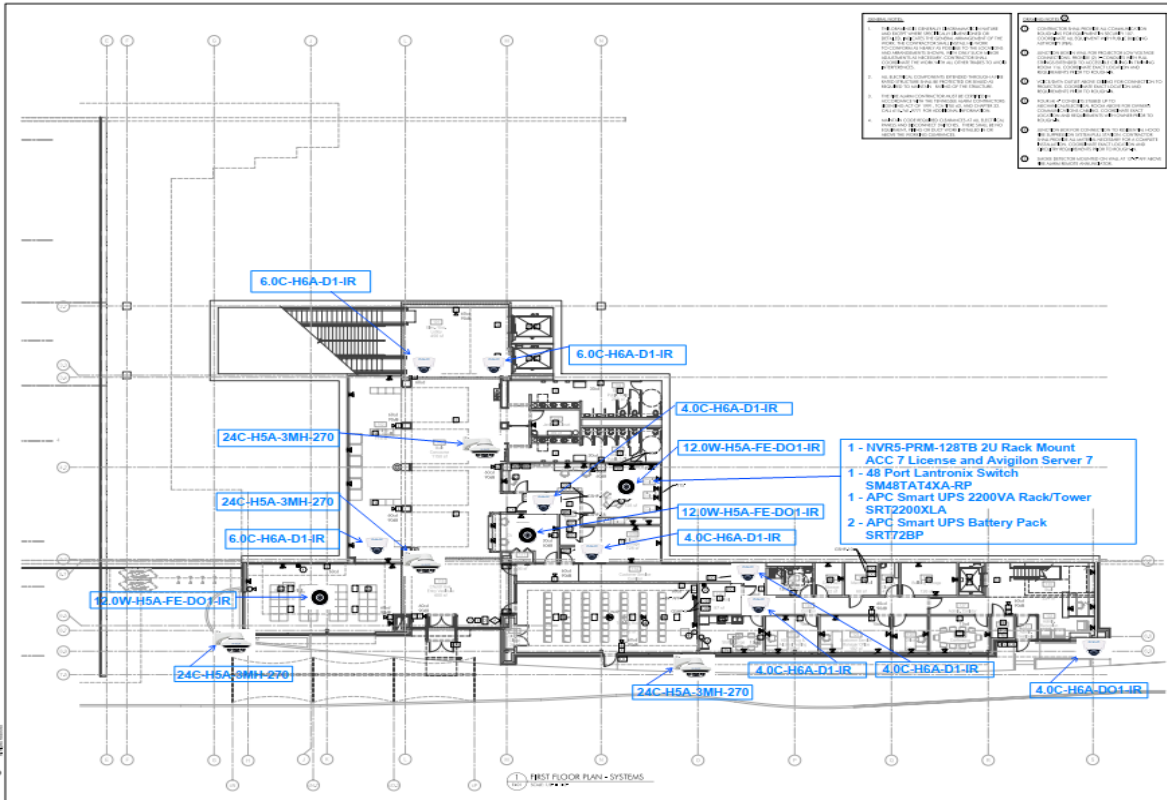
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| 2 | CRNMT-1001 | Corner mount for large pendant WLMT-1001 |
| 2 | 3.0C-H4VI-RO1-IR | 3.0 MP, H4 Video Intercom, WDR, Lightcatcher, Day/Night |
| 2 | H4VI-MT-SURF-1 | Surface mount adapter for H4 video intercom |
| 37 | ACC7-ENT | ACC 7 Enterprise 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 |

KAT Shelter:

| Quantity | Model | Equipment Details |
|----------|-----------------|--|
| 6 | 4.0C-H6A-DO1-IR | 4MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens |
| 6 | ACC7-ENT | ACC7 Enterprise Camera channel |
| 6 | ACC-ENT-SMART | ACC Enterprise smart plan- 1 yr |
| 4 | EX1 | Single port 100Mbps POE extender for extending Cat 5 |

KAT Elevators:

| Quantity | Model | Equipment Details |
|----------|---------------------|--|
| 2 | 4.0C-H6A-DO1-IR | 4MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens |
| 2 | ACC7-ENT | ACC7 Enterprise Camera channel |
| 2 | ACC-ENT-SMART | ACC Enterprise smart plan- 1 yr |
| 2 | MX-A-ETP1A-2601-SET | Media converter set Ethernet (POE+) two wire |



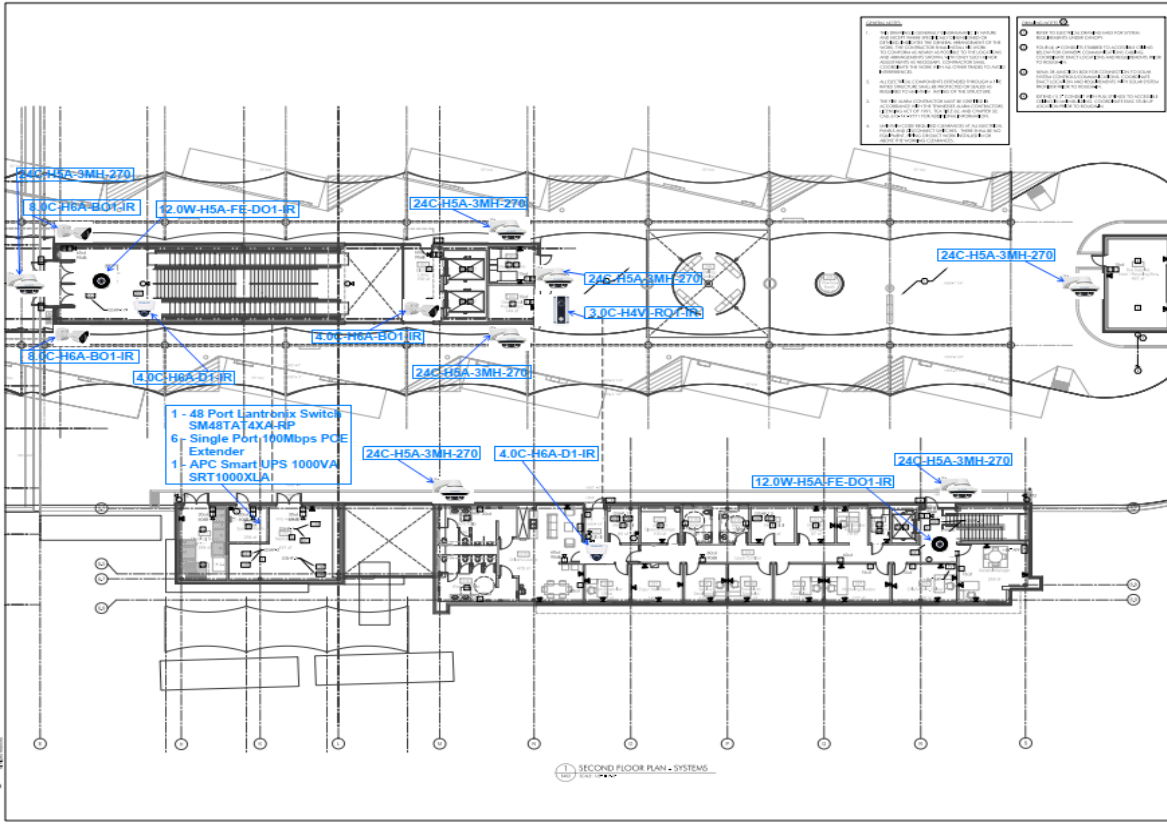
Intermodal Associated Architects

KNOXVILLE, TN

100% CONSTRUCTION DOCUMENTS FOR REVIEW

FIRST FLOOR PLAN - SYSTEMS

E401



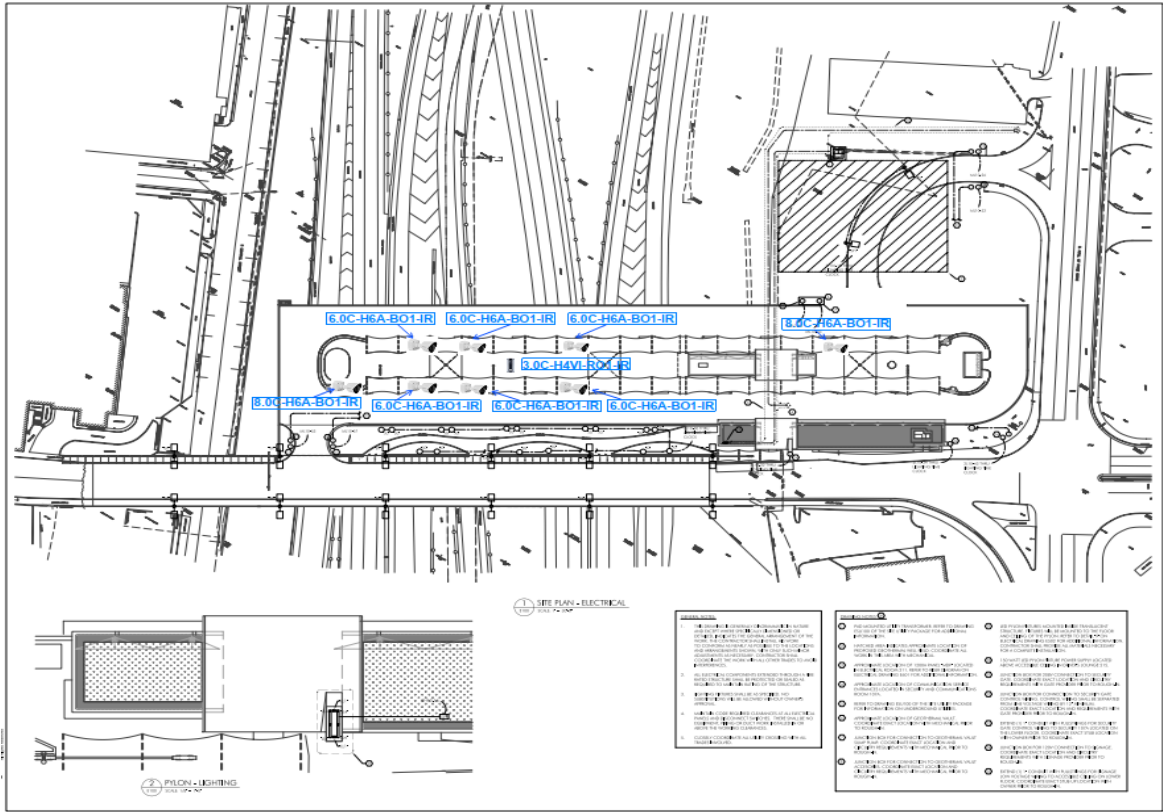
Intermodal Associated Architects

KNOXVILLE, TN

100% CONSTRUCTION DOCUMENTS FOR REVIEW

SECOND FLOOR PLAN - SYSTEMS

E402



Intermodal Associated Architects

100% CONSTRUCTION DOCUMENTS for review

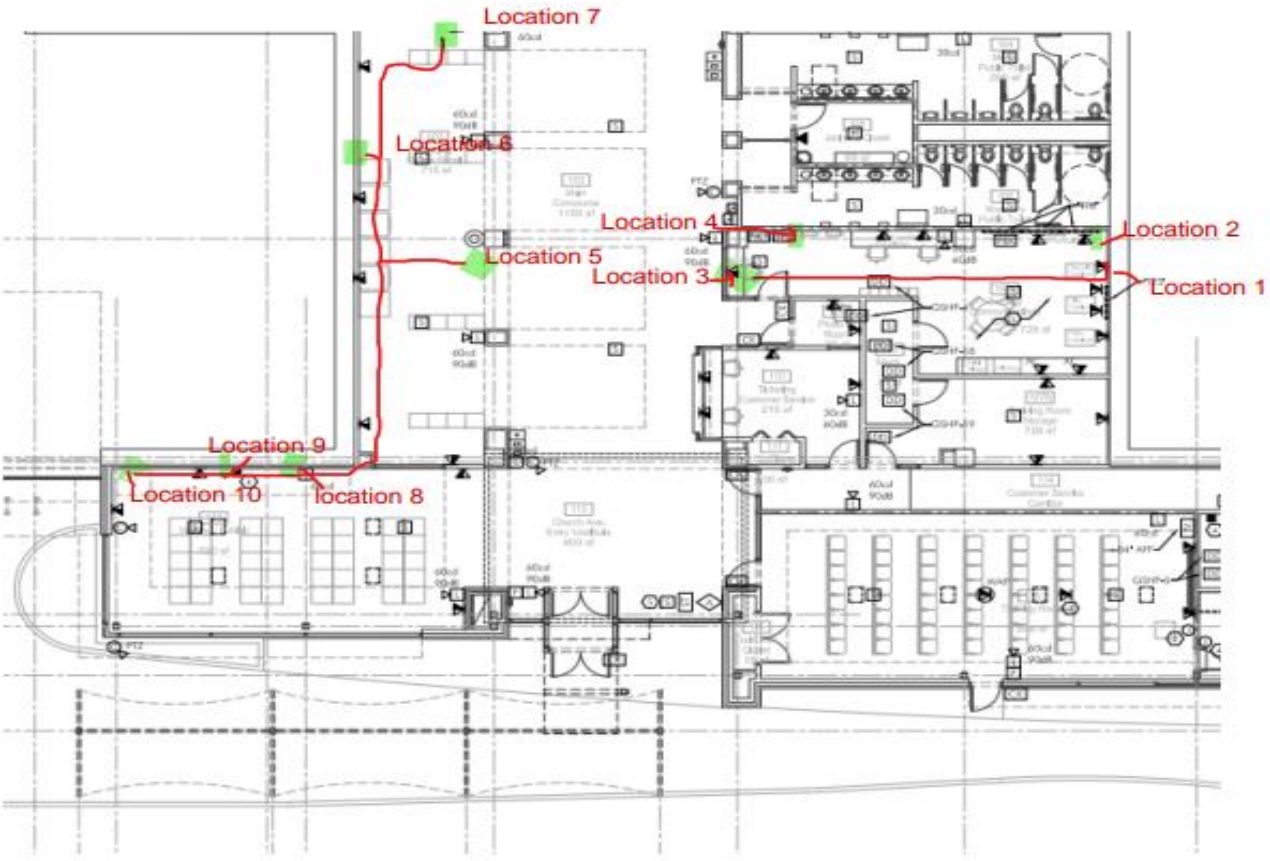
KNOXVILLE STATION TRANSIT CENTER

KNOXVILLE, TN

100% CONSTRUCTION DOCUMENTS for review

SITE PLAN ELECTRICAL

E100



Link to more images of cabling: [IFB 2025.004 KAT Images](#)

KAT Super Stop at 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. |



KAT Super Stop at 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 |



2.2 Deliverables

The contractor will be required to provide the following deliverables. Please note the contractor must keep as much camera coverage in place as long as reasonably possible.

- 2.2.1 Install all new cameras using specifications provided in Section 2.1.
- 2.2.2 Configure new cameras to PBA's system
- 2.2.3 Test cameras to ensure all components are in working condition
- 2.2.4 Completely remove existing cameras and any necessary peripherals at named locations prior to installing the new system.
- 2.2.5 Remove all old material and dispose

2.3 Locations and Hours

- 2.3.1 PBA will work with the awarded contractor to schedule the work.
- 2.3.2 Work must be completed during PBA's normal business hours, which are Monday through Friday, 7:00 a.m. to 5:00 p.m. EST.

2.3.3 PBA and KAT's anticipated substantial completion timeline for all demo and installation is within 30 business days. Contractors must indicate in their submittal if this is an attainable timeline. If this is not an attainable timeline, contractors must provide the proposed timeline.

2.4 Review of Scope of Work

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 bid, 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 work prior to submitting a bid and will be held responsible for all information available through the solicitation documentation, site visit, and/or inspection. The supplier(s) must, immediately upon discovery, bring to PBA's attention any conflicts that may occur among the various provisions of these specifications. Failure of the supplier(s) to bring conflicts or exceptions to PBA's attention will serve as the supplier's acceptance of the scope of work.

2.5 Contractor Responsibilities

- 2.5.1** The contractor(s) will be required to have ample equipment and staff available to complete the work as outlined in this solicitation within the time frame specified by PBA.
- 2.5.2** 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.
- 2.5.3** Contractor(s) 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.
- 2.5.4** 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.
- 2.5.5** 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.
- 2.5.6** 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.
- 2.5.7** 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.
- 2.5.8** Contractor(s) must 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.

- 2.5.9** Contractor(s) must 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.

2.6 Equipment and Materials

- 2.6.1** All equipment must be in proper running order in accordance with local laws, properly maintained, and kept clean. All non-functioning equipment must be removed from the premises immediately. Any equipment deemed unsafe by the PBA designee will not be permitted on-site.
- 2.6.2** The contractor(s) must furnish all necessary safety equipment, personal protective equipment, and other protective equipment as needed.

2.7 Brand Names or Equal

Unit prices 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 offerors, including offerors 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 the 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.

2.8 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).

2.9 New, Remanufactured/Reconditioned Material and Equipment

Except as provided for in this section, supplier must provide new material and equipment. New, as used in this clause, means previously unused. Material includes, but is not limited to, raw material, parts, items, components, and end products. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. A contractor's failure to comply with the requirements of this section will cause PBA to seek remedies under breach of contract.

The material and equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to PBA.

PBA will not accept remanufactured, used, or reconditioned material or equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to PBA complies with this requirement. Supplier submission of other than new material(s) and/or equipment may be cause for the rejection of their bid.

SECTION 3. GENERAL TERMS & CONDITIONS

3.1 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.

3.2 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.

3.3 Taxes

PBA direct purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

3.4 Smoking/Tobacco Policy

Smoking, smokeless tobacco products, electronic cigarette, and vape 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.

3.5 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 (5) business days for an employee to be approved or denied unescorted access within any PBA-managed facility/project. 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.

3.6 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.

3.7 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.

3.8 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.

3.9 Safety Efforts and Training

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.

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 bid, 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.

3.10 Tax Compliance

Contractor hereby acknowledges, by submission of its bid 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.

3.11 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.

3.12 Communications

PBA's account must be handled efficiently and professionally. PBA should be assigned no more than two (2) contractor contacts to handle billing inquiries and service-related issues. The contractor will be required to submit the names of these individuals, along with their direct phone number and email addresses. These individuals must be familiar with the PBA contract and have the authority to make adjustments as requested by PBA. In the event one (1) or both contacts leave the PBA account, the contractor will formally introduce the new contacts to PBA personnel. These contacts must be knowledgeable of PBA's account to avoid any interruption of service.

SECTION 4. STANDARD CONTRACT INFORMATION

4.1 Contract Approval

This IFB does not, by itself, obligate PBA. PBA's obligation will commence when the contract is fully executed and, if required, approved by the PBA Board of Directors. PBA will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by PBA.

4.2 Solicitation and Bid as Part of the Contract

Part of all of this IFB and the successful bid may be incorporated into the contract.

4.3 Additional Terms and Conditions

PBA reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the IFB and will not affect the bid evaluations.

4.4 Order and Payment Method

PBA will issue a Not to Proceed (NTP) when work is authorized to begin. The contractor will be paid by Electronic Funds Transfer (EFT). The successful contractor 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.

4.5 Payment Processing Time

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

4.6 Invoice Detail

Until a P.O. is in place, a contract is fully executed and a Notice to Proceed (NTP) is issued, work is not to be performed nor are goods to be delivered. PBA does not have a legal obligation to pay for work performed or products provided without one of these documents in place.

PBA requests that invoices be easy to read and understand. 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.

4.6.1 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.

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

4.6.3 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.

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

4.7 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.

4.8 Invoicing Procedures

- 4.8.1** 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.
- 4.8.2** Under no conditions will PBA be liable for the payment of any interest charges associated with the cost of the contract.
- 4.8.3** Invoice must be submitted after the service(s) is completed.
- 4.8.4** There will be no component billing. P.O.s are encumbered by the total sum on the P.O. and cannot be split for partial payment. Only under extenuating conditions and approval by the PBA Director of Finance will partial payments be considered. No guarantee is offered for partial payments.
- 4.8.5** 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.
- 4.8.6** 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.

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, 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.

Contractor(s) may be required to fill out and submit a license verification form for each project that specifies subcontractors to be used with their applicable licensing information. A fully executed Debarment for Subcontractors, Attachment I, and the Subcontractor Information form, Attachment J, of this document is required.

4.10 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. In the event of termination for default, PBA reserves the right to purchase its requirements elsewhere, with or without competitive solicitation to the maximum extent allowed by law.

4.11 F.O.B. Point

All goods purchased through this contract will be F.O.B. final destination. Suppliers must include all destination and delivery charges in their price. **There will be no extra hidden charges.**

4.12 Alterations and Amendments

No alterations, amendments, changes, modifications, or additions to this contract shall be binding on PBA without the prior written approval of PBA.

4.13 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.

4.14 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.

4.15 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 bid.

4.16 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.

4.17 Insurance Requirements

Without limiting contractor's indemnification, it is agreed that contractor shall have and maintain, at its own expense, the policies set forth in Attachment H entitled "Insurance Affidavit" which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by PBA as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by PBA. A lapse in any required insurance coverage during the contract period shall be a breach of the contract. If any additional Contract documents are executed, additional insurance requirements may be required as deemed appropriate by PBA, and if a conflict occurs, the broader requirements shall prevail.

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 bid.

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

4.18 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.

4.19 Incorporation

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.

4.20 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.

4.21 Liability for Materials/Products

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.

4.22 Liability for Injury/Damages

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).

4.23 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.

4.24 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.

4.25 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.

4.26 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.

4.27 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 the 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.

4.28 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.

The contractor(s) also agrees to include these requirements in each subcontract financed in whole or in part by Federal assistance, modified only as necessary to identify the affected parties.

4.29 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.

4.30 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.

4.31 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.

4.32 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. 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. 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.

4.33 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.

4.34 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.

4.35 Addition/Deletion of Goods, Locations, and/or Services

PBA may, but will not be required to, request the contractor to add goods, locations, and/or services for PBA. The successful contractor(s) agrees that upon written designation by PBA, it will add such goods, locations, and/or services under the contract. Pricing for any additional goods, locations, and/or services will be negotiated with the contractor(s). Approvals must be in writing; there will be no verbal authorizations. PBA may delete locations and/or goods/services from the contract without terminating the entire contract.

Only the PBA Procurement Office will have the authority to make changes during the term of this agreement and in compliance with the resulting contract.

4.36 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.

PBA reserves the right to purchase these services from other sources if the need arises.

4.37 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.

4.38 Federally Funded Procurements

The successful contractor(s) understands that all procurements made for and paid with federal grant funding must comply with additional federal clauses. The contractor(s) will be notified prior to bidding/quoting a project if the project is subject to additional federal guidelines. PBA will compile the appropriate document(s) containing the federal terms and conditions for compliance. The successful contractor(s) agrees to comply with all appropriate and necessary federal terms and conditions.

4.39 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.

Included as Attachment I is a list of possible FTA Terms and Conditions and where the explanations of each can be found within the FTA Purchasing Code.

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 comply shall constitute a material breach of this contract.

4.40 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 bid 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.

4.41 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.

SECTION 5. BID FORMAT AND CONTENT

5.1 Bid Forms

Bidders should refer to the Bid Checklist (Attachment A) to ensure all forms and information is included in their bid. All bids must be signed by an individual authorized to bind the bidder to the provisions of the IFB.

5.2 Supplemental Instructions

5.2.1 It is not necessary to return **PAGES 1 THROUGH 34** of this IFB in your response.

5.2.2 Pages **35 AND 40 THROUGH 41** should be used as a checklist when preparing your response and must be completed and included with your submittal.

5.2.3 Pages **37 THROUGH 39** is to be completed with all pricing must and returned.

5.2.4 Pages **35 AND 42 THROUGH 79** must be completed and returned.

5.3 Bid Content

The supplier's response must contain sufficient evidence showing that the supplier is capable of providing the goods and/or services.

The supplier's response must include all information and documentation specified in the checklist attached to this IFB.

5.4 Copies

PBA requires that bids other than those submitted through PBA's Online Procurement System, if permitted, being submitted by hand be submitted with one (1) marked original and one (1) exact copy. PBA requests that submittals be concise with no duplication of answers.

5.5 Signing Bids

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 bid 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.

5.6 Bid Pricing Form

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses, payroll, supplies, overhead, and profit. The costs identified on the Bid Pricing are the total amount of costs to be paid by PBA. No additional charges shall be allowed. Contractors must give a firm fixed price for this work.

5.7 Licenses and Certifications

Suppliers must provide with their response a copy of all current Tennessee, Knoxville, Knox County, and/or EPA, and other applicable 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.

If equipment operators are utilized under this IFB, contractor's equipment operators must be certified in the proper operation of the equipment they will use under the resulting term contract (e.g. CDL license). Any applicable certifications that technicians hold must be included in the submittal.

Failure to provide this information may be cause for rejection of the submittal.

Personal information (e.g., date of birth and home address) may be redacted. It will be the awarded contractor's responsibility to maintain current copies of all licenses and certifications on file with the PBA Procurement Office for the full term of the contract.

5.8 Exceptions to Solicitation

Each bid 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 the submittal as instructed herein. 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. Additionally, marking "yes" for exceptions on the attached Bid Submittal Questionnaire, but failing to specify any exceptions will be considered as the supplier's intent to select "no" and interpreted as the supplier's intent to fully comply with the specifications and the terms as written.

Exception(s), deviation(s), and variation(s) properly listed 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.

Failure to provide this information may be cause for rejection of the submittal. Personal information (e.g., date of birth and home address) may be redacted.

5.9 Bonds

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

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

5.9.2.1 A Performance Bond equal to one hundred percent (100%) of the total amount of the contract amount; and

5.9.2.2 A Payment Bond equal to one hundred percent (100%) of the total of 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.

SECTION 6. EVALUATION CRITERIA AND CONTRACTOR SELECTION

6.1 Bid Evaluation Summary

After bid closing, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration.

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 and 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 bid evaluation results. Information on a service provider from reliable sources, and not within the service provider's bid, 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 bid 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.

6.2 Qualified Bidders

Unless provided for otherwise in the IFB, to qualify as a bidder for award of a contract as a result of this IFB, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the IFB.

A bidder that is a "marketplace" will be considered a qualified bidder.

6.3 Bid Evaluation Criteria

Bids will be evaluated based on their overall value to PBA, considering both cost and non-cost factors as described below.

| Overall Criteria | Weight |
|-------------------------|---------------|
| Responsiveness | Pass/Fail |
| Price | 100 pts. |

TOTAL EVALUATION POINTS AVAILABLE: 100

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.

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.

6.4 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.

Award will be made to the lowest responsive and responsible bidder. To be considered responsive, bidders must bid on all items.

PBA reserves the right to not award this solicitation. Award will be made in accordance with the evaluation criteria specified herein.

PBA reserves the right to revoke the award if a pattern of unavailability or other service issues arise with the contractor(s).

6.5 Right to Use

In evaluating the bids, PBA reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of PBA. All material submitted becomes the property of PBA.

SECTION 7. GENERAL PROCESS

7.1 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. The No Contact Period is in effect until seven (7) days after the Intent(s) to Award is issued.

7.2 Site Inspection

PBA may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its bid rejected, to provide PBA reasonable access to relevant portions of its work sites. Individuals designated by the procurement representative at PBA's expense will make site inspection.

7.3 IFB Closing

At the specified date and time, each supplier's name will be publicly read aloud along with the amount of the bid. Evaluation of the submittals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

7.4 Clarification of Offers

In order to determine if a bid is reasonably susceptible for award, communications by the procurement representative are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a bid. Clarifications may not result in a material or substantive change to the bid. The evaluation may be adjusted as a result of a clarification under this section.

7.5 Waiving of Informalities

PBA reserves the right to waive minor informalities or technicalities when it 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.

7.6 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.

7.7 Proof of Capability

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 and/or goods 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.

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.

7.8 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.

7.8.1 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:

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

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

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

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

7.8.1.5 The original signature of the protestor

7.8.2 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:

7.8.2.1 The items to be procured are urgently required;

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

7.8.2.3 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.

7.8.3 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:

7.8.3.1 The items to be procured are urgently required;

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

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

7.8.4 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.

7.8.5 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.

7.9 Rejection of Bids

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

7.10 Disadvantaged Business Enterprises

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.

7.11 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.

7.12 Negotiation

PBA may select a successful supplier on the basis of initial offers received without discussions. Therefore, each bid 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.

7.13 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.

7.14 Offer Withdrawal

No bid 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.

7.15 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.

7.16 PBA Not Responsible for Preparation Costs

PBA will not be responsible for any costs incurred by the supplier in the preparation of their bid.

7.17 Procurement Manual

PBA has adopted general procurement policies as outlined in the Procurement Manual. All policies are hereby incorporated by reference. A copy of the Procurement Manual may be found in its entirety at www.ktnpba.com/doing-business-with-pba, under the Resources section.

SECTION 8. ATTACHMENTS AND FORMS

8.1 Attachments and Forms

- A.** Submission Checklist
- B.** Cover Letter
- C.** Bid Pricing
- D.** Bid Form Questionnaire
- E.** Submission Affidavits and Certifications
- F.** Insurance Affidavit
- G.** Federally Funded Procurement Terms and Conditions
- H.** FTA Specific Terms and Conditions
- I.** Debarment for Subcontractors
- J.** Subcontractor Information Form
- K.** State Contract Clauses

Attachment A

Submission Checklist

Suppliers must include all of the information outlined below in the submission of their bids. 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. **If submitting a hard copy, documents must be in a three-ring binder or bound with a binder clip, and the bid package must be sealed.** Failure to follow this format and/or not submitting a complete response may be just cause for rejection of bids. **Suppliers must answer all questions and include all documents requested in the checklist for their response to be considered complete.**

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.

Required Items:

- Cover Letter (Attachment B)
- Bid Pricing See Section 8.1(b).
- Business Tax License (County and City, as applicable)
 - If not subject to Business Tax Licensure, affidavit explaining why entity is exempt from the business tax licensure requirements; and
 - Registration to do business in the state of Tennessee
- Any applicable licenses (Contractor, EPA, etc..) required to provide Scope of Work.
- Bid Form Questionnaire (Attachment D)
- Suppliers must acknowledge any addenda issued.
- Suppliers must state exceptions, deviations, and/or variations, if any, as detailed in Section 5.8.
- Certifications and Affidavits. (Attachment E)
- Insurance Affidavit. (Attachment F)
- Suppliers must include financial statements as detailed in Section 7.7.

Suppliers may include:

- 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: Suppliers may include documentation regarding unique equipment or capabilities, letters of recommendation, awards, et cetera.

Finalize Bid Package

- If submitting a hard copy, documents are in a three-ring binder or bound with a binder clip and sealed in an envelope or box

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

Attachment B

Cover Letter

Authorizing Submission of Bid

I, _____, an authorized representative of _____ certify that I am empowered to contractually and legally bind aforementioned entity and do hereby authorize the submission of this bid to The Public Building Authority of the County of Knox and the City of Knoxville, Tennessee.

Signature

Title

Date

Attachment C

Bid Pricing

Supplier's Name: _____

- 9.1 LABOR RATES:** Suppliers are to provide firm pricing for each item as listed in the tables below for the number of man-hours and cost per hour per location. **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.

| LABOR RATES | ITEM | LABOR TYPE | NUMBER OF HOURS | COST PER HOUR |
|-------------|-------|-------------------------------|-----------------|---------------|
| | 9.1.1 | Knoxville Area Transit Center | | \$ /hour |
| | 9.1.2 | Super Stop at Walbrook | | \$ /hour |
| | 9.1.3 | Super Stop at Kirkwood | | \$ /hour |

- 9.2 ADDITIONAL SERVICE AND PRODUCT 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 |
|-------------------------|-------|--|---------|
| | 9.2.1 | Percent markup for sub-contractors, if applicable. | % |
| | 9.2.2 | Cabling Materials | \$ |
| | 9.2.3 | Lift Rental Cost | \$ /day |

- 9.3 MATERIALS AND EQUIPMENT:** Provide pricing for each item. Please list the equivalent and provide spec sheets for any equivalent proposed. Do not leave any fields blank.

| MATERIALS AND EQUIPMENT | ITEM | QUANTITY | MODEL | COST |
|-------------------------|-------|----------|-----------------|------|
| | 9.3.1 | 5 | 8.0C-H6A-BO1-IR | |
| | 9.3.2 | 3 | 4.0C-H6A-BO1-IR | |
| | 9.3.3 | 8 | H4-BO-JBOX1 | |
| | 9.3.4 | 1 | SRT1000XLA | |
| | 9.3.5 | 9 | 6.0C-H6A-DO1-IR | |

| | | | |
|--------|----|---------------------|--|
| 9.3.6 | 10 | 4.0C-H6A-DO1-IR | |
| 9.3.7 | 5 | 12.0W-H5A-FE-DO1-IR | |
| 9.3.8 | 2 | 4.0C-H6A-D1-IR | |
| 9.3.9 | 11 | 24C-H5A-3MH | |
| 9.3.10 | 13 | H5AMH-AD-PEND1 | |
| 9.3.11 | 13 | H5AMH-DO-COVR1 | |
| 9.3.12 | 13 | WLMT-1001 | |
| 9.3.13 | 2 | CRNMT-1001 | |
| 9.3.14 | 2 | 3.0C-H4VI-RO1-IR | |
| 9.3.15 | 2 | H4VI-MT-SURF-1 | |
| 9.3.16 | 49 | ACC7-ENT | |
| 9.3.17 | 45 | ACC-ENT-SMART | |
| 9.3.18 | 1 | NVR5-PRM-128TB | |
| 9.3.19 | 1 | SRT220XLA | |
| 9.3.20 | 2 | SRT72BP | |
| 9.3.21 | 2 | SM48TAT4XA-RP | |
| 9.3.22 | 10 | EX1 | |
| 9.3.23 | 2 | DIN-ENVR2-8P | |
| 9.3.24 | 2 | 15C-H5A-3MH | |
| 9.3.25 | 2 | PLMT-1001 | |

| | | | | |
|--|--------|---|---------------------|--|
| | 9.3.26 | 2 | ENVR2-PLUS-8P4 | |
| | 9.3.27 | 2 | NB201611-1HFA2 | |
| | 9.3.28 | 4 | NB20-FRK-10F | |
| | 9.3.29 | 2 | POE-INJ2-60W-NA | |
| | 9.3.30 | 2 | MX-A-ETP1A-2601-SET | |

9.4 **BONDS:** Provide costs for bonds. Do not leave any fields blank.

| BONDS | ITEM | DESCRIPTION | COST |
|-------|-------|------------------|------|
| | 9.4.1 | Performance Bond | |
| | 9.4.2 | 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 D
Bid Form Questionnaire
Supplier Information

Provide a response to all the information below. Put N/A is an item is not applicable or if your entity does not have the item. If you need more space, attach a separate piece of paper.

| General Information | |
|--|--|
| Company Name | |
| Company Address | |
| Company Telephone Number | |
| Company Fax Number | |
| Website, if available | |
| Employer Identification Number (EIN) | |
| Servicing Location Address | |
| Servicing Location Hours of Operation | |
| Diversity Business Enterprise (DBE) Information | |
| Is your entity a DBE? (Minority-, Women-, Veteran-Owned, Small business, or a combination thereof) | |
| If yes, specify which: | |
| If yes, attach any third party or other certification. | |
| Experience | |
| Number of years in business: | |
| Number of years providing service to government entities: | |
| | |
| | |
| | |
| Question | Answer |
| Did you include the correct number of copies? See Section 5.4 | <input type="checkbox"/> YES |
| Will you offer a discount for payment (e.g.: volume discounts, prompt payment, EFT)? | <input type="checkbox"/> YES OR <input type="checkbox"/> NO |
| If yes, please provide details of discount for payment. | |
| Do you intend to sub-contract any portion of the contract if awarded? | <input type="checkbox"/> YES OR <input type="checkbox"/> NO |

CERTIFICATIONS

| No | Criteria | Response* |
|----|--|--|
| 1 | The bidder is presently engaged in the business of providing the products and/or services required in this IFB. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2 | The bidder confirms that it has the financial strength to provide and/or perform and maintain the services required under this IFB. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3 | The bidder accepts the terms and conditions set out in the IFB and agrees not to restrict the rights of PBA. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 4 | The bidder confirms that they can obtain and maintain all necessary insurance as required. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5 | The bidder complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 6 | The bidder complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 7 | The bidder complies with the applicable portion of the Federal Civil Rights Act of 1964. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 8 | The bidder can provide (if requested) financial records for the organization for the past three years. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 9 | Will bidder allow PBA designee(s) to tour and inspect your facility(ies), if requested? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 10 | Can bidder meet all schedules and deadlines as stated in the IFB? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 11 | The bidder is not (now or in the past) been involved in bankruptcy or reorganized proceeding. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 12 | The bidder certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide products and/or services to PBA. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 13 | The bidder certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 14 | The bidder does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 15 | The bidder certifies they comply with the laws of the State of Tennessee. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 16 | The bidder confirms their bid will remain valid and open for at least 90 days. | <input type="checkbox"/> YES <input type="checkbox"/> NO |

* Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 word maximum for each "False" clarification) below

| Number | Clarification |
|--------|---------------|
| | |
| | |
| | |
| | |

Exceptions to solicitation (see Section 5.11) Yes No

*If yes, please attach on separate sheet(s) of paper.

Attachment E**Submission Affidavits and Certifications**

We _____
(Bidder/Proposer Company Name)

do certify that on the

(Knoxville Area Transit Camera Upgrades)

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

 NON-COLLUSION AFFIDAVIT

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

 NO CONTACT/NO ADVOCACY AFFIDAVIT

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

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

 DRUG-FREE WORKPLACE AFFIDAVIT

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

☐ CHILD CRIME AFFIDAVIT

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

☐ FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

The proposer certifies that it 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 was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the proposer cannot so certify, PBA will refer the matter to the Federal Transit Administration and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval. The proposer agrees to include this requirement down to all subcontractors participating in the award without regard to the value of sub-agreement.

☐ DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this bid 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/bid had one or more public transactions (federal, state or local) terminated for cause or default. If the primary participant (potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

☐ IRAN DIVESTMENT ACT**CERTIFICATION OF NONINCLUSION**

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

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_with%20NY12.04.23.pdf

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

NON-BOYCOTT OF ISRAEL

The Signatory certifies that the proposed firm and any subcontractors or suppliers certify that the firms, subcontractors and suppliers are not boycotting Israel pursuant to Tenn. Code Ann. §12-4-1 and will not during the term of any award. Each supplier and each person signing on behalf of any supplier further certifies that each supplier is not on the list created pursuant to TCA § 12-4-119. This provision shall not apply to contracts with a total value of less than Two Hundred Fifty Thousand Dollars (\$250,000) or to contractors with less than ten (10) employees.

CONFLICTS OF INTEREST AND COMMISSIONS AND NON-DISCRIMINATION

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

The Code of Ethics can be found at: [66589baba0f90bd452a781c7_PBA Conflicts of Interest Resolution.pdf](http://66589baba0f90bd452a781c7_PBA_Conflicts_of_Interest_Resolution.pdf) (website-files.com)

The Conflict of Interest Policy can be found in the Procurement Manual at: [66589bac58f9404728b11dc7_PBA Procurement Manual 1.pdf](http://66589bac58f9404728b11dc7_PBA_Procurement_Manual_1.pdf) (website-files.com)

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

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

The Proposer hereby certifies to PBA as follows:

1. The Response to the Invitation for Bid 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 bid has any financial, business, or economic association or interest or kinship relationship with (i) any officer, director or employee of PBA, (ii) any holder of a public office of Knox County or the City of Knoxville, (iii) any employee of Knox County or the City of Knoxville, or (iv) any agency or board of Knox County or the City of Knoxville or any officer, director or employee thereof. A kinship relationship means a person’s spouse, parent(s), stepparent(s), grandparent(s), sibling(s), child(ren), stepchild(ren), niece(s), nephew(s), and those similarly related to a person by marriage.
3. Neither the undersigned nor any other person involved in submitting the bid 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 bid submitted to PBA or any contract for services to be rendered to PBA. Furthermore, neither the undersigned nor any other person involved in submitting the bid to PBA has or will give, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind prohibited by the PBA Conflict of Interest.

4. During the performance of services pursuant to any contract with PBA, the undersigned agrees that it will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or physical impairment, except when religion, sex, national origin or physical impairment is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
5. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
6. During the performance of services pursuant to any contract with PBA the undersigned will comply with the PBA Conflict of Interest and not take, or fail to take, any action that would constitute a breach of the PBA Conflict of Interest or render this Certificate untrue.
7. For the purpose of this Certificate, the term “person” means any individual, partnership, corporation, limited liability company, trust, unincorporated association, joint venture or other entity, or a governmental body.

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

Complete for acknowledgement and agreement to comply below.

ECONOMIC ASSOCIATION OR KINSHIP RELATIONSHIPS

| | |
|---------------|--------------|
| Person/Entity | Relationship |
|---------------|--------------|

COMMISSIONS

| | | |
|------------|---------------|-------------------|
| Payee Name | Payee Address | Agreed Commission |
|------------|---------------|-------------------|

BY (Authorized Representative, Organization)

DATE

PRINTED NAME

TITLE

Notarization of Affidavits

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

State of _____ County of _____

Proposer’s Name: _____

Being duly sworn, deposes, and says that:

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

Signature

Title

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

NOTARY PUBLIC My Commission expires _____

**Attachment F
Insurance Affidavit**

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 Knoxville Area Transit Center 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, PO Box 2505, Knoxville, TN 37901. COIs may be emailed to Procurement@ktnpba.org.

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

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

Contractor's Name

Authorizing Signature

Attachment G

Federally Funded Procurement Terms and Conditions

1. The firm must accept and comply with the below requirements specified below when procurements involve federal funds. The professional firm(s) also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

Note the awarded contract may 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. There may be additional clauses and requirements that relate to FTA or other entities specifically.

a. 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.

b. 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 federally funded projects under this contract. 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 federally 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, 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. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

c. 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.
- 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 PBA, any applicable passthrough entity, the awarding federal agency, the Comptroller General of the United States, or any of their authorized representatives access 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 PBA, any applicable passthrough entity, the awarding federal agency, or any of their authorized representatives access to the sites of performance under this contract as reasonably may be required.

d. Federal Changes - FTA.

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.

e. 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.

f. **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 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.

- a. 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. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA or other awarding agency, as applicable, may issue.
 - c. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - d. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 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.
 - v. Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. **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:
 - 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.
- h. **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.
- i. **Government-Wide Debarment and Suspension.**
- i. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- ii. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non procurement 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 (Non procurement),” 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;
- 5) Voluntarily excluded from participation in any federally assisted Award; or
- 6) Disqualified from participation in any federally assisted Award.

- iii. By signing and submitting its bid or bid, 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.

j. Breaches and Dispute Resolution.

- i. 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.
1. 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;
 2. The right to cancel this Contract as to any or all of the work yet to be performed;
 3. The right to specific performance, an injunction or any other appropriate equitable

remedy; and

4. The right to money damages.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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.
 - vi. 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.
 - vii. 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.
 - viii. 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.

k. **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.

If applicable, Firm must sign and submit the attached certification (Appendix A) with each bid or offer exceeding \$100,000.

l. **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 as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251 et seq..

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 PBA and understands and agrees that PBA will, in turn, report each violation as required to assure notification to the awarding federal agency and the appropriate Environmental Protection Agency Regional Office; 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).
5. To include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

m. **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.

n. **Safe Operation of Motor Vehicles – FTA**

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.

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.

o. **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).

The Contractor agrees that it will defend, indemnify and hold PBA harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Contractor, its employees, agents or representatives that violates the ADA. The Contractor agrees that PBA will not be responsible for any cost or expenses arising from the Contractor's failure to comply with the ADA.

The contractor further agrees to comply with any implementing requirements FTA may issue, if applicable. 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.

- i. By submitting and attaching an authorizing signature to the bid the supplier(s) are acknowledging their agreement to comply with these additional FTA clauses.
- ii. In addition, the supplier(s) must complete and attach the following FTA Certifications.

1. Lobbying Certification

2. Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters
3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions
4. Subcontractor Information Form

p. **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.”

q. **Contract Work Hours and Safety Standards Act**

- i. 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.
- ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (q)(i) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages.
- iii. Withholding for unpaid wages. PBA 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 contract 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.
- iv. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (q)(i) through (iii) 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 (q)(i) through (iii) of this section.

r. **Davis Bacon Act**

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 modifications 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.

(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 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.

(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.

(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 contract 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.

(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 see Attachment A_Davis-Bacon

s. Compliance with the Copeland “Anti-Kickback” Act.

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the awarding federal entity 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 of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

t. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

- i. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- ii. *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

iii. Exceptions.

- a. This clause does not prohibit contractors from providing—
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - (1) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

iv. Reporting requirement.

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- b. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (2) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- v. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

u. **Domestic Preferences for Procurements**

To the greatest extent practicable under a Federal award, contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts or subawards. For the purposes of this clause,

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c. For this infrastructure project, Contractor must implement and adhere to the Buy America preferences as set forth in [2 CFR part 184](#), requiring all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

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)

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 H

FTA Specific 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 Service Operations (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. **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.
10. **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.
11. **Access to Records and Reports (49 U.S.C. 5325; 18 CFR 18.36(i); 49 CFR 633.17)**
12. **Federal Changes (49 CFR Part 18)**
13. **Changes to Federal Requirements – FTA – FTA Master Agreement 2.c(1)**
14. **Bonding Requirements** – Contracts or Subcontracts exceeding \$100,000.
15. **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.
16. **No Government Obligation to Third Parties - FTA** – Applicable to all contracts.
17. **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.
18. **Termination (49 U.S.C. Part 18; FTA Circular 4220.1F)** – All contracts except contracts with nonprofit organizations and institutions of higher education.
19. **Government-Wide Debarment and Suspension (Non-Procurement) (49 CFR Part 29; Executive Order 12549 & 12689; 31 U.S.C. 6101)**
20. **Privacy Act Requirements (5 U.S.C. 552)** – Applies to all contracts.
21. **Breaches and Dispute Resolution (49 CFR Part 18; FTA Circular 4220.1F)**
22. **Patent and Rights in Data Requirements (37 CFR Part 401; 49 CFR Parts 18 and 19)**
23. **Transit Employee Protective Agreements (49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215)**
24. **Disadvantaged Business Enterprise (DBE) (49 CFR Part 26)**
25. **Incorporation of Federal Transit Administration (FTA) Terms (FTA Circular 4220.1F)**
26. **Veterans Employment Preference (FTA Circular 4220.1F)** – Contractors and sub-contractors shall give hiring preference to the extent practical to veterans.
27. **Conformance with ITS National Architecture** – FTA Master Service Agreement 15.m
28. **Drug Use and Testing / Alcohol Misuse and Testing** – 49 USC 5331; 49 CFR 655
29. **Notification to FTA** - 2 CFR 180.220 & 1200.200
30. **Safe Operation of Motor Vehicles**

Refer to the FTA Master Agreement for further information. The Master Agreement can be found at [FTA Master Agreement \(version 30, November 2, 2022\) | FTA \(dot.gov\)](#).

Attachment I

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 J

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: |
| | Contractor's License: |
| 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 K

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

Initials _____

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.

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.

Initials _____

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 _____