



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

REQUEST FOR PROPOSALS

Cabinetry and Millwork Services

RFP 2025.001

Issued July 1, 2024

PBA is interested in partnering with a supplier who can supply custom millwork, including, but not limited to cabinetry, countertops, laminate, and cabinetry hardware in a timely manner, provide quality materials, and supply cabinetry and millwork at a reasonable cost.

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

Thursday, August 1, 2024

SUBMIT PROPOSALS 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

Table of Contents

SECTION 1.	INTRODUCTION & INSTRUCTIONS.....	3
SECTION 2.	SCOPE OF WORK	7
SECTION 3.	GENERAL TERMS & CONDITIONS.....	9
SECTION 4.	STANDARD CONTRACT INFORMATION	12
SECTION 5.	PROPOSAL FORMAT AND CONTENT	21
SECTION 6.	EVALUATION CRITERIA AND CONTRACTOR SELECTION.....	24
SECTION 7.	GENERAL PROCESS	27
SECTION 8.	ATTACHMENTS AND FORMS	30

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 requesting submissions of proposals from responsible, professional cabinetry and millwork firms to provide custom millwork including, but not limited to cabinetry, countertops, laminate, and cabinetry hardware within Knox County. PBA intends to award multiple contracts for the term of one (1) year with (4) optional one-year renewals, for a possible total of five (5) years.

1.2 RFP Timetable

RFP Release Date.....	July 1, 2024
Questions Deadline.....	July 18, 2024
Submission Deadline.....	August 1, 2024
Anticipated Award Date.....	August 22, 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 proposal submissions or additional information can be given.

1.3 Background

PBA is requesting a supplier(s) to provide cabinetry and millwork for PBA-managed properties and projects on an as needed basis. PBA is interested in partnering with a supplier who can supply custom millwork, including, but not limited to cabinetry, countertops, laminate, and cabinetry hardware in a timely manner, provide quality materials, and supply cabinetry and millwork at a reasonable cost.

1.4 Prior Experience

No specific minimums have been set for this RFP.

1.5 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 proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals 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.

1.6 Oral Interpretation/Instruction

No oral interpretation will be made to any supplier regarding the meaning of specifications. All questions regarding this RFP 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.

1.7 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 RFP. These questions may be answered over the telephone. Other questions may require a written addendum to the RFP. The procurement representative will make that decision.

If submitting questions via email, please include the name of the RFP 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

1.8 Supplier Registration

Prior to the closing of this RFP, *ALL PARTICIPATING SUPPLIERS* must be registered with the PBA Procurement Office through PBA's online procurement portal, Vendor Registry. PBA will not be responsible for technical difficulties experienced by suppliers trying to register less than twenty-four (24) hours prior to the proposal's closing time.

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.

1.9 Electronic Submission

PBA's Procurement Office will accept electronically transmitted proposals through PBA's online procurement system. Facsimile and email submissions are strictly prohibited.

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

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

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

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

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

Click on the applicable solicitation and follow the prompts to upload and submit the electronic files. Proposals must be submitted as **two (2) separate files**. One file will be the proposal as outlined in Section 5 (without the cost proposal) and the second file will be the Cost Proposal. Should you need to merge multiple documents into one PDF (for the file without the Cost Proposal), 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 RFP.pdf.” and “ABC Company-TITLE OF RFP-Cost Proposal.pdf”.

Failure to upload two (2) separate files or failure to separate the Cost Proposal from the rest of the proposal will result in the proposal being deemed nonresponsive.

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

1.10 Hard Copy Submission

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 proposal, Offerors must submit their proposal to the procurement representative in a sealed package. Offerors 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.

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

The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

PBA Procurement Office
Attention: BRITTANY DANIELS
Request for Proposal (RFP) Number: 2025.001

FIRM’S NAME: NAME OF FIRM

RFP Title: CABINETRY AND MILLWORK SERVICES

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

PO BOX 2505
KNOXVILLE, TN, 37901

1.11 Amendments to the RFP

PBA reserves the right to withdraw this RFP 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 proposals, the addendum will be posted on the procurement website under “Doing Business with PBA” then “PBA Solicitations”.

1.12 Alternate Proposals

PBA will accept alternate proposals.

1.13 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.

1.14 Acceptance

Suppliers shall hold their price firm and subject to acceptance by PBA for a period of ninety (90) days from the date of the proposal closing, unless otherwise indicated in their proposal.

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

1.15 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.

1.16 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 proposals for cabinetry, millwork, countertops, and related hardware and materials, which may be purchased by PBA during the contract term.

PBA requests these services to include millwork design, new installations, repairs to existing millwork, and for sale/purchase of millwork to self-install.

2.2 Deliverables

The contractor will be required to provide the following deliverables:

- 2.2.1** Field verifying all measurements and provide to the PBA designee for approval.
- 2.2.2** Provide a one-year warranty for all new installations. Provide with your submittal any additional warranties PBA should consider.
- 2.2.3** Provide a listing of all offerings and authorized product lines with your submittal.
- 2.2.4** Provide all delivery and pick-up procedures.
- 2.2.5** Indicate ability to provide custom cabinetry, plastic laminate millwork, and solid surface millwork.

2.3 Locations and Hours

- 2.3.1** All PBA-managed properties and projects are located within Knox County, Tennessee.
- 2.3.2** Work may be scheduled after hours, on weekends, or during normal business hours whichever is in the best interest of PBA and/or PBA's client.
- 2.3.3** Normal business hours for most PBA managed facilities are Monday through Friday from 7:00 a.m. to 5:00 p.m. Eastern time. Nama Sushi Bar's hours are 10:00 a.m. to 11:00 p.m. Eastern time daily. The Regal Cinemas' hours are 11:00 a.m. to 2:00 a.m. Eastern time daily. PBA's observed holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Spring Holiday, Memorial Day, Emancipation Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Winter Holiday (two-day holiday, December 25 and one other day to be announced annually by the Knox County Mayor). Work performed outside the normal business hours above or on holidays will require PBA's prior approval.
- 2.3.4** Contractor(s) must use their best efforts to conduct the work in a manner that minimizes disruption to normal business flow. Any hours requested by the contractor(s) that will require overtime must be submitted and approved by PBA prior to work being performed. PBA will be responsible for the overtime portions of the charges for all the work outside of normal business hours at the rates agreed to pursuant to the contract.
- 2.3.5** Contractor(s) must be able to work outside of normal business hours and/or to suspend, postpone, or reschedule the work. These situations are not uncommon and the contractor(s) may be required to reschedule the work to minimize disruptions. This may require the contractor(s) to perform the work outside normal business hours.

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 proposal, the owner or their representative acknowledges and accepts this clause.

The contractor(s) will be presumed to have made a reasonable review of the scope of work prior to submitting a response to this solicitation 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. Multiple projects may be assigned simultaneously.
- 2.5.2** The contractor(s) will furnish all labor, equipment, vehicles, and other items necessary to accomplish each assignment and/or project. 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 on every job assignment 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 term contract and respond to any emergency pertaining to the alarms. Suppliers must provide a copy of all current certifications and training received for all employees that the supplier proposes to use on PBA properties.

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 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).

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 proposal, also affirm that their employees working under this contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this contract.

3.10 Tax Compliance

Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective federal, state, county, and city taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the PBA Procurement Office.

3.11 New Material

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

3.12 Quantities

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

3.13 Supplier Obligation

Each supplier must become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this RFP. The failure or omission of a supplier to become acquainted with existing conditions will in no way relieve the supplier of any obligations with respect to this RFP or to the contract.

3.14 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 RFP 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 Proposal as Part of the Contract

Part of all of this RFP and the successful proposal 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 RFP and will not affect the proposal evaluations.

4.4 Payment Method

PBA utilizes two (2) payment methods. The first is Electronic Funds Transfer (EFT). Successful contractor(s) will be asked to submit a new/updated EFT Authorization Form to confirm that PBA has the correct banking information on file prior to the contract being fully executed.

The second method is the use of the PBA Credit Card (MasterCard). Contractors will be given the card information and approval to process the transaction by the requesting department. Suppliers must indicate in their proposal if they will accept the PBA Credit Card (MasterCard) as a form of payment. Contractors are prohibited from charging PBA any type of merchant fee from their financial institution to accept this type of payment.

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

PBA 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** Invoices for regularly scheduled monthly services must be submitted monthly after services have been completed. Invoices for services other than monthly services must be submitted after the service(s) is completed.
- 4.8.4** Each department of PBA is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that invoices specify the PO that relates to the invoice. If a PO was not issued, the invoice should identify the department that made the purchase. Payments must be credited to the invoice to which they relate; do not apply payments to the account as a whole, to the oldest outstanding invoice, or in any other manner.
- 4.8.5** There will be no component billing. P.O.s are encumbered by the total sum on the P.O. and cannot be split for partial payment. Only under extenuating conditions and approval by the PBA Director of Finance will partial payments be considered. No guarantee is offered for partial payments.
- 4.8.6** If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, please contact the PBA Finance Department at 865.215.4630 to determine its status. NOTE: The thirty (30) days does not start until PBA Finance has received and the user department has approved the invoice for payment.
- 4.8.7** If being utilized as a cooperative, each participating agency may require different invoicing information and procedures. This information and procedures will be provided to the successful contractor(s) prior to contract execution. There will be no additional charges for this information and procedures to be included.
- 4.8.8** There may be invoicing and payment stipulations in addition to or that contradict those listed herein that are applicable to more long-term projects. Any supplemental or superseding terms and conditions will be covered in other contractual documents subsequent to the award of this solicitation.

4.9 Contract Price Adjustments

Contractor warrants that the unit price stated for all items will remain firm for a period of twelve (12) months from the first day of the contract period. If the contractor's price is increased after the initial year, PBA must be given a written notice to consider. Written notice must be received a minimum of ninety days prior to the contract renewal date. Such request must include at a minimum, (1) the cause for the adjustment; and (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected, the contractor may:

- Continue with existing prices;
- Submit a lower request for price increase;
- Not accept the renewal offer.

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

If this solicitation results in a term contract, PBA must receive all general price decreases that other similar customers receive.

4.10 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.

4.11 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.

4.12 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.**

4.13 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.

4.14 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.

4.15 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.

4.16 Compliance with All Laws

Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits. All contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. A copy of each current license or permit must be submitted with the response. Failure to submit copies of these documents may lead to rejection of the proposal.

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.

4.17 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.

4.18 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 G 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 proposal.

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

4.19 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.

4.20 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.

4.21 Conflicting Provisions

In the event of inconsistent or conflicting provisions of the contract and any documents related thereto (including but not limited to the RFPs, 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.

4.22 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.

4.23 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).

4.24 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.

4.25 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.

4.26 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.

4.27 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.

4.28 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 RFP is to be based upon known and calculated expenses; therefore, should unexpected occurrences (e.g.: natural disasters, drought, war) happen as stated above, the contractor(s) may request relief only for the duration of said occurrence.

4.29 Title VI

It is the policy of PBA that all its services and activities be administered in conformance with the requirements of Title VI. Contractors must comply with the President's Executive Order Nos. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex, or national origin. Contractors must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion, or national origin. Contractors must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-kickback Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are incorporated by reference.

All contractors must comply with Title VI of the Civil Rights Act of 1964 as codified in 42 U.S.C. 2000d. The successful contractor(s) must follow Title VI guidelines in all areas including, but not limited to, hiring practices, open facilities, insurance, and wages. PBA reserves the right to review all compliance records to be completed by a contract compliance officer designated by PBA.

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.

4.30 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.

4.31 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.

4.32 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.

4.33 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.

4.34 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.

4.35 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.

4.36 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.

4.37 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.

4.38 Gratuities and Kickbacks

It will be a breach of ethical standards for any person or supplier to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice,

investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore.

It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under PBA contracts.

4.39 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.

4.40 Contract Renewal

The renewal option is at the discretion of PBA. Should PBA desire not to renew, no reason needs to be given.

SECTION 5. PROPOSAL FORMAT AND CONTENT

5.1 RFP Submittal Forms

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as part of their proposal.

5.2 Supplemental Instructions

5.2.1 It is not necessary to return **PAGES 1 THROUGH 30** of this RFP in your response.

5.2.2 Pages **31 THROUGH 33** should be used as a checklist when preparing your response and must be completed and included with your submittal.

5.2.3 Pages **34 THROUGH 42** must be completed and returned.

5.3 Proposal Content

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

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

5.4 Proposal Layout

Supplier's response should follow the layout provided in the checklist attached to this RFP. For example, the response should follow TAB I, TAB II, TAB III, etc. and contain all the requested information for that section within the respective tab.

5.5 Personnel and Qualifications of Staff

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

5.6 References

Suppliers must submit a list of three (3) references with which you have provided this type of service within the past three (3) years; contracts must be of similar size and in effect for one (1) year or longer. Show the name of the agency or institution, person to contact, their telephone number and the nature and size of the contract. Submitting less than three (3) references may impact your score in the evaluation. Do not list the Public Building Authority of the County of Knox and the City of Knoxville, Tennessee as a reference. See Section 8.1 for the References form.

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

5.7 Copies

PBA requires that proposals 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.

5.8 Recycling

PBA, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper must be submitted on recycled paper and must not include pages of unnecessary advertising.

5.9 Signing Proposals

In order to be considered, all submittals must be signed. **The original must be signed by a representative of the company authorized to contractually bind the company.** By signing the proposal document, the supplier acknowledges and accepts the terms and conditions stated in the document and will legally bind the supplier to PBA's request for goods and/or services.

5.10 Cooperative Purchasing

Suppliers must indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

5.11 Cost Proposal

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 cost proposal are the total amount of costs to be paid by PBA. No additional charges shall be allowed.

The Cost Proposal **must** be submitted under separate cover from other parts of the proposal. For specific instructions on electronic and hard copy submissions, see Section 1.8 and 1.9 respectively.

Failure to separate the Cost Proposal may result in the proposal being deemed nonresponsive.

5.12 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 RFP, 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) should 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.

5.13 Exceptions to Solicitation

Each proposal submitted in response to this solicitation shall list any deviation(s), exception(s), or variation(s) to or from: the terms and conditions of this solicitation, any attachment(s) to this solicitation, the contents of any addendum to this solicitation, and/or any section(s) of this solicitation. An exception is defined as the proposer's inability or unwillingness to meet a term(s), condition(s), specification(s), or requirement(s) in the manner specified in this solicitation, including all attachments and addendum to this solicitation.

Any and all exception(s), deviation(s), or variation(s) must be included in Tab IX of the submittal. Do not strike through or in any other way alter the RFP. Exception(s), deviation(s), and variation(s) listed within other sections of the submittal will not be reviewed or considered. Any deviation(s), exception(s), and/or variation(s) must be specific and reference the relevant section(s) of this solicitation. Failure to indicate any exception(s), note a deviation(s), and/or list a variation(s) will be interpreted as the supplier's intent to fully comply with the specifications and the terms as written.

Exception(s), deviation(s), and variation(s) listed in **Tab VIII** 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.

5.14 Bonds

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

SECTION 6. EVALUATION CRITERIA AND CONTRACTOR SELECTION

6.1 Summary of Evaluation Process

PBA will incorporate the following procedures in the evaluation of proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A detailed evaluation will be performed to evaluate all responsive proposals. No cost information will be considered at this stage. Each proposal will be evaluated and scored based on the degree to which they meet the stated evaluation criteria.
- 3) The evaluators will submit their final individual scores to the procurement representative, who will then compile the scores and calculate awarded points as set out below.

- 4) The procurement representative will calculate scores for cost proposals as set out below and add those scores to the awarded points.
- 5) The procurement representative may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 6) PBA will then conduct any necessary negotiations with the highest scoring offeror(s) and award a contract if the negotiations are successful.

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 proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's submittal, may also be noted and made part of the evaluation file. PBA will have sole responsibility for determining a reliable source. PBA reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of PBA.

6.2 Evaluation Criteria

Proposals will be evaluated based on their overall value to PBA, considering both cost and non-cost factors as described below. Proposals should give clear, concise information in sufficient detail to allow an evaluation based on these factors.

Overall Criteria		Weight
Responsiveness		Pass/Fail
Qualifications Criteria	CRITERIA FACTORS	Weight
Product Line, Resources, Qualifications, Capabilities, Availability	<ul style="list-style-type: none"> • Qualification and experience of the supplier in providing high quality services of similar type or work in this solicitation. • Suppliers offerings and authorized product lines • Summary of understanding of the Scope of Work • Capacity of the supplier to meet the deliverables. • Supplier should outline all warranties on products. Proposal should describe their warranty to include standard and extended and any cost PBA would incur while the equipment is under warranty to include shipping, labor or other ancillary cost. • See Section 6.4 	60 PTS
Experience, Key Personnel	<ul style="list-style-type: none"> • Availability of high-quality supplier personnel with required skills and experience • Related governmental experience • See Section 6.5 	20 PTS
References		5 PTS
Total		85 PTS

Cost Criteria		Weight
Cost Proposal	(Submittal Form B)	15 PTS
	Total	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.

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

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

6.3 Award

Award will be made to the most responsive, responsible supplier(s) meeting specifications, who presents the product(s) or service(s) that is in the best interest of PBA. A responsive supplier means an entity or individual who has submitted a response, which conforms in all material respects to the terms of a solicitation. A responsible supplier means an entity or individual with the capability in all respects (e.g., experience, personnel, equipment, and finances) to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

PBA will consider multiple proposals that meet specifications.

PBA reserves the right to award this RFP on an item-by-item basis, a schedule basis, an all or none basis, or by multiple award, whichever is in the best interest of PBA. PBA reserves the right to not award this solicitation. Award will be made in accordance with the evaluation criteria specified herein. PBA intends to award multiple firms.

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

6.4 Understanding the Project/Services

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

6.5 Experience

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) Did the Firm clearly outline the Firm's approach/plan to accomplish the goals listed in the RFP?
- 2) Has the Firm outlined any cost saving measures applicable to the work?
- 3) Did the Firm outline any related governmental experience?

6.6 Right to Use

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

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 RFP, 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 proposal 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 RFP Opening

At the specified date and time, each supplier's name will be publicly read aloud; no other details will be provided at that time. Evaluation of the submittals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

7.4 Clarification of Offers

In order to determine if a proposal 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 proposal. Clarifications may not result in a material or substantive change to the proposal. 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 RFP or excuse the supplier from full compliance with the RFP'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 RFP. PBA reserves the right to request interviews to gain additional insight into the capabilities and features of the proposed services and to ask questions regarding any portion of same.

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.

7.8 Rejection of Proposals

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

7.9 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.

7.10 Contract Execution

The award of this RFP may result in a term contract between PBA and the successful contractor(s). Depending on the contract price, the contract may require the approval of the PBA Board of Directors. The PBA Procurement Office will draft the contract. The PBA Procurement Office **will not** accept any contractor's contract. If these types of Master Agreements, Service Agreements, Terms of Agreements, Terms & Conditions, or other contract agreements are submitted, they **will** be rejected. Contractors are hereby cautioned that no contract will be binding on PBA unless signed by the PBA Administrator/CEO, as appropriate.

7.11 Negotiation

PBA may select a successful supplier on the basis of initial offers received without discussions. Therefore, each proposal must contain the supplier's best terms from a cost or price and service standpoint. PBA reserves the right to enter into contract negotiations including, but not limited to, rates and term with the highest-rated supplier. If PBA and the selected supplier cannot negotiate a successful agreement, PBA may terminate said negotiations and begin negotiations with the next highest-rated supplier. PBA retains the right to negotiate with multiple suppliers simultaneously. This process will continue until an agreement has been reached or all suppliers have been rejected. No supplier will have any rights against PBA arising from such negotiations.

7.12 Reports

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

7.13 Offer Withdrawal

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

7.14 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 RFP 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.

7.15 PBA Not Responsible for Preparation Costs

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

7.16 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.org/doing-business-with-pba.

SECTION 8. ATTACHMENTS AND FORMS

8.1 Attachments and Forms

- A.** Submission Checklist
- B.** Cost Proposal
- C.** Submittal Form Questionnaire
- D.** References
- E.** Submission Affidavits and Certifications
- F.** Insurance Affidavit

Attachment A

Submission Checklist

Suppliers must use the following format for the preparation and submission of their proposals. These instructions are to ensure that submissions contain the information and documents required by PBA and that the submissions received have a degree of uniformity in presentation of the material to facilitate evaluation. **Documents must be in a three-ring binder or bound with a binder clip, and the proposal package must be sealed.** Failure to follow this format and/or not submitting a complete response may be just cause for rejection of proposals. **Suppliers must answer all questions and include all documents requested in the checklist for their response to be considered complete.**

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

TAB I COVER LETTER

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

TAB II SUPPLIER INFORMATION

- Company name, address and telephone/fax numbers, website address
- Supplier's email address
- Business Tax License (County and City, as applicable)
 - 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
- Employer Identification Number (EIN)
- Contact name(s), telephone number(s), and email address(es)
- Location of the office from which service will be provided, if awarded, including hours of operation.
- Information noting whether your company is Minority-, Women-, Veteran-Owned, Small business, or a combination thereof as detailed in Section 7.9. Include any third party or other certification supporting the company's designation(s).
- Any applicable licenses (Contractor, EPA, etc..)

TAB III Submittal Form Questionnaire

- Include the attached Submittal Form Questionnaire in this section.

TAB IV COMPANY'S SERVICE, EXPERIENCE, QUALIFICATIONS, CAPABILITIES, AVAILABILITY, AND FINANCIAL HEALTH

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

Refer to Section 6.2 for evaluation criteria factors. Formulate your response based on the criteria outlined in that section.

At a minimum, suppliers should include the following information as part of this section:

- Number of years of experience providing the services requested in this RFP.
- Number of years in business
- State the name, business address, office phone number, and cell phone number for each employee working out of your local office that will be available to provide services to PBA, if awarded.
- Statement of knowledge and experience; highlight government experience providing the services detailed in this RFP.
- Provide a list of government services completed in the last twelve months noting the scope, size in dollars, square footage, and client's name, point of contact, phone number, and email address.
- If you intend to sub-contract any portion of the contract if awarded?
 - If so, to who?
- Provide the phone number and/or email address to be used for contacting your company for service requests. If there are any special procedures, please include the instructions.
- Suppliers should state the location and size of their local service office.
- Provide an organization chart for your company including the names and titles of key personnel.
- Suppliers must state the name, business address, email address, office phone number and cell phone number for the direct contact personnel to be assigned to PBA for all services including supervisors, if awarded. Include a resume outlining their related project accomplishments, tenure with the company, related accomplishments, certifications achieved, and/or training completed related to the intent of this RFP. Include all fill-in personnel or personnel available from other branches, if applicable.

TAB V **UNDERSTANDING THE PROJECT/SERVICES**

- Outline your understanding of the services. Refer to Section 6.2 for relevant evaluation criteria.

TAB VI **EXPERIENCE**

- Outline your experience to the services/work. Refer to Section 6.2 for relevant evaluation criteria.

TAB VII **REFERENCES**

- Suppliers must return their references as detailed in Section 5.6. The Public Building Authority of the County of Knox and the City of Knoxville, Tennessee may not be used as a reference.

TAB VIII **EXCEPTIONS TO SOLICITATION**

- Suppliers must state exceptions, deviations, and/or variations, if any, as detailed in Section 5.13.

TAB IX ATTACHMENTS AND ADDITIONAL INFORMATION

Suppliers **must** include:

- Certifications and Affidavits. See Section 8.1(f).
- Insurance Affidavit. See Section 8.1(g).

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 RFP.

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

TAB X COMPANY’S PRICING AND/OR DISCOUNTS

- Complete the Cost Proposal. See Section 8.1(b).

NOTE: Cost Proposal **must** be submitted under a separate cover from other parts of the proposal. **This means that Tab X – Cost Proposal should be sealed in an envelope separate from the rest of your proposal if submitting a hard copy or in a separate file if submitting electronically.** This tab will be reviewed after the other sections of the supplier’s proposal have been reviewed and scored.

Failure to separate the Cost Proposal may result in the proposal being deemed nonresponsive.

Finalize Proposal Package

- Documents are in a three-ring binder or bound with a binder clip and sealed in an envelope or box if not submitted electronically.

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

Attachment B

Cost Proposal

Supplier’s Name: _____

9.1 **LABOR RATES:** Labor rates will include all labor and supplies to provide services. Suppliers are to provide firm pricing for each item as listed in the tables below. **The price listed must include all costs associated with the work (e.g.: supplies, insurance, salaries, per diems, overhead, profit, fuel, licenses, and vehicle costs).** PBA-managed properties are subject to change. Do not leave any fields blank, if your firm does not provide labor, please enter N/A.

LABOR RATES	ITEM	LABOR TYPE	NORMAL BUSINESS HOURS	EVENING HOURS	WEEKEND AND HOLIDAY HOURS
	6.1.1	Installation	\$ /hour	\$ /hour	\$ /hour
6.1.2	Repair Labor	\$ /hour	\$ /hour	\$ /hour	

9.2 **ADDITIONAL SERVICE AND PRODUCT FEES:** Do not leave any fields blank. Contractor(s) must be able to show the MSRP or cost, the percent discounted or added, and the final cost to PBA.

ADDITIONAL SERVICE FEES	ITEM	DESCRIPTION	UNIT OF MEASURE (CIRCLE ONE)	PRICING
	6.2.1	Percent markup for sub-contractors, if applicable.		%
	6.2.2	Cost per Bond per \$1,000.00, if needed.*		\$
	6.2.3	Percent discount off MSRP, pass-through, or cost-plus for cabinetry.	Discount off MSRP OR Cost-plus OR Pass-Through	%
	6.2.4	Percent discount off MSRP, pass-through, or cost-plus for millwork.	Discount off MSRP OR Cost-plus OR Pass-Through	%
	6.2.5	Percent discount off MSRP, pass-through, or cost-plus for countertops.	Discount off MSRP OR Cost-plus OR Pass-Through	%
	6.2.6	Percent discount off MSRP, pass-through, or cost-plus for any other related parts and materials	Discount off MSRP OR Cost-plus OR Pass-Through	%
	6.2.7	Delivery Charges	Pleased outline any delivery charges PBA will be responsible for.	\$

*PBA requires bonds for any projects exceeding \$100,000.00 and may require bonds on any other project in its sole discretion. Failure to provide a bond rate will disqualify contractor(s) from performing any work for which PBA requires a bond.

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

Attachment C
Submittal Form Questionnaire

Question	Answer		
Will you allow cooperative purchasing under any resulting contract?	YES	OR	NO
Did you include the correct number of copies?	YES		
Will you accept PBA's credit card as payment?	YES	OR	NO
Will you allow PBA designee(s) to tour and inspect your facility(ies)?	YES	OR	NO
Will you offer a discount for payment (e.g.: volume discounts, prompt payment, EFT)?	YES	OR	NO
If yes, please provide details of discount for payment.			
Can your company meet all schedules and/or deadlines stated in this RFP?	YES	OR	NO
Do you intend to sub-contract any portion of the contract if awarded?	YES	OR	NO
What email(s) should POs be sent to?			
What email should billing inquiries be sent to?			

Attachment D

References

SUPPLIER NAME: _____

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

Reference # 1

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

Reference #2

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

Reference #3

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

Attachment E

Submission Affidavits and Certifications

We _____
(Bidder/Proposer Company Name)

do certify that on the

(Solicitation Title/Project Name)

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

NON-COLLUSION AFFIDAVIT

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

NO CONTACT/NO ADVOCACY AFFIDAVIT

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

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

DRUG-FREE WORKPLACE AFFIDAVIT

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

☐ CHILD CRIME AFFIDAVIT

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

☐ DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

☐ IRAN DIVESTMENT ACT**CERTIFICATION OF NONINCLUSION**

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using 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 \(website-files.com\)](#).

The Conflict of Interest Policy can be found in the Procurement Manual at: [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 Request for Proposals submitted by the undersigned is not the result of, or affected by, any unlawful act of collusion with any other Person (defined below) engaged in the same line of business or commerce, or any other act prohibited by the laws, rules and regulations of the United States of America or the State of Tennessee.
2. Except as set forth below, no person involved in the submission of the proposal has any financial, business, or economic association or interest or kinship relationship with (i) any officer, director or employee of PBA, (ii) any holder of a public office of Knox County or the City of Knoxville, (iii) any employee of Knox County or the City of Knoxville, or (iv) any agency or board of Knox County or the City of Knoxville or any officer, director or employee thereof. A kinship relationship means a person’s spouse, parent(s), stepparent(s), grandparent(s), sibling(s), child(ren), stepchild(ren), niece(s), nephew(s), and those similarly related to a person by marriage.
3. Neither the undersigned nor any other person involved in submitting the proposal to PBA has entered into an agreement to pay, or has paid, directly or indirectly, a commission, fee or any other form of consideration to any other person in connection with the proposal submitted to PBA or any contract for services to be rendered to PBA. Furthermore, neither the undersigned nor any other person involved in submitting the proposal to PBA has or will give, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind prohibited by the PBA Conflict of Interest.
4. During the performance of services pursuant to any contract with PBA, the undersigned agrees that it will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or physical impairment, except when religion, sex, national origin or physical impairment is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
5. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

- 6. During the performance of services pursuant to any contract with PBA the undersigned will comply with the PBA Conflict of Interest and not take, or fail to take, any action that would constitute a breach of the PBA Conflict of Interest or render this Certificate untrue.
- 7. For the purpose of this Certificate, the term “person” means any individual, partnership, corporation, limited liability company, trust, unincorporated association, joint venture or other entity, or a governmental body.

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

Complete for acknowledgement and agreement to comply below.

ECONOMIC ASSOCIATION OR KINSHIP RELATIONSHIPS

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

COMMISSIONS

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



BY (Authorized Representative, Organization)

DATE

PRINTED NAME

TITLE

Notarization of Affidavits

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

State of _____ County of _____

Proposer’s Name: _____

Being duly sworn, deposes, and says that:

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

Signature

Title

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

NOTARY PUBLIC

My Commission expires

**Attachment 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 must be listed as an Additional Insured on all policies except Automobile and Workers' Compensation. Endorsement Page(s) must be provided for each Certificate of Insurance (COI) as long as the contract is in effect.
9. The Certificate of Insurance must show the RFP or contract number and title.
10. The Certificate Holder field shall read: The Public Building Authority of the County of Knox and the City of Knoxville, Tennessee, ATTN: Procurement, 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