

The Procurement Division of the Public Building Authority of the County of Knox and the City of Knoxville, Tennessee, (hereinafter "PBA") will receive sealed proposals for the provision of **Elevator, Escalator, and Lift Services** as specified herein. Proposals must be received by **11:00 a.m. on June 12, 2023 Eastern Time**. Late proposals will neither be considered nor returned.

**Please Deliver Proposals to:**

**Proposal Number 2023.013  
Public Building Authority – Procurement Division  
610 Richards Street  
Knoxville, Tennessee 37921**

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

**SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 ADDITIONAL INFORMATION:** PBA requires requests for additional information be routed to Karen D. Smitherman, NIGP-CPP, CPPB, PMP, Manager of Procurement and Internal Controls. Questions may be emailed to [ksmitherman@ktnpba.org](mailto:ksmitherman@ktnpba.org). Please include "Elevator, Escalator, and Lift Services" in the subject line of the email. Information about the PBA Procurement Division may be obtained on the internet at <https://www.ktnpba.org/doing-business-with-pba>.
- PBA may use various words (e.g.: suppliers, vendors, bidders, proposers, firms, and contractors) to describe parties interested in this solicitation.
- 1.2 ACCEPTANCE:** Suppliers shall hold their price firm and subject to acceptance by PBA for a period of ninety (90) days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 ALTERNATIVE PROPOSALS:** PBA will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposals (RFP).
- 1.4 AWARD:** Award will be made to the most responsive, responsible supplier(s) meeting specifications, who presents the product(s) or service(s) that is in the best interest of PBA. PBA reserves the right to award this RFP on an item-by-item basis, a schedule basis, an all or none basis, or by multiple award, whichever is in the best interest of PBA. PBA reserves the right to not award this solicitation. Award will be made in accordance with the evaluation criteria specified herein.
- 1.5 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of PBA's Administrator/CEO, the Procurement Division will enact the following procedures 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 the PBA Director of Finance.
  - PBA will not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.6 CONFLICTS OF INTEREST:** PBA has adopted a resolution regarding conflicts of interest for employees and contractors. When submitting a response to the RFP, each supplier must certify that the submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce or any other fraudulent act punishable under the laws of Tennessee or the United States of America or the State of Tennessee. Please see Attachments A, B, and C.
- 1.7 CONTRACTOR DEFAULT:** PBA reserves the right, in case of contractor default, to procure the articles or services from other sources and hold the defaulting contractor responsible for any excess costs occasioned thereby. Should contractor default be due to a failure to perform or because of a request for a price increase, PBA reserves the right to remove the contractor from PBA's bidders' list for twenty-four (24) months.
- 1.8 COOPERATIVE PURCHASING:** Suppliers must indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

- 1.9 COPIES:** PBA requires that proposals being submitted by hand be submitted with one (1) marked original and two (2) exact copies. **Suppliers must submit with their written response an exact electronic version of their proposal in one (1) single, complete .pdf file on a CD-ROM or flash drive format.** PBA requests that proposals be concise with no duplication of answers. If submitting electronically using PBA's online portal, no additional copies are needed.
- 1.10 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, will, shall) are declarative statements and the supplier must comply with the condition. Failure to comply with any such condition may result in their proposal being deemed non-responsive and disqualified.
- 1.11 ELECTRONIC TRANSMISSION OF PROPOSALS:** PBA's Procurement Division **will** accept electronically transmitted proposals through PBA's On-Line Procurement System. PBA prefers that all documents for an electronic submittal be merged into a single .pdf document prior to uploading them in Vendor Registry. Facsimile and email submission are strictly prohibited.
- 1.12 ENTRANCE TO PBA SITES:** Only PBA badged employees of the successful contractor(s) are allowed on the premises of PBA buildings and projects. Contractor employees/subcontractors are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any unauthorized persons. Only the contractor's personnel, having passed the security background check and issued a PBA badge, are authorized to be onsite. All authorized personnel are required to wear and display their PBA issued badge at all times while in a PBA facility.
- 1.13 EVALUATION OF TIE SOLICITATIONS:** A tie exists when two or more suppliers offer goods and/or services that meet all specifications, terms, and conditions at identical prices, including cash discount offered and any other value-based factors. A tie for quotes or bids will be broken by the following methods, in descending order of preference:
- 1.13.1** Life Cycle Costing techniques would be utilized to determine the lifetime cost of the item from each supplier. If either item was more expensive over its lifetime, it would not be considered.
  - 1.13.2** Delivery factors such as lead times, schedules and cost could be considered.
  - 1.13.3** Locality would be a factor of the decision. If either supplier was local or if one supplier was in the state of Tennessee and the other one was not, the award can be made to the supplier having local ties.
  - 1.13.4** If no other method of breaking the tie is useful, a publicly witnessed drawing of lots or coin toss can be utilized.
  - 1.13.5** The responses could be rejected, and the item re-solicited.
- In the event that a proposal evaluation process results in two or more proposals receiving evaluation scores that tie for the rank of highest score, PBA will request best and final cost proposals from only those suppliers with scores that tie. PBA will then evaluate the best/final proposals from the tied suppliers to make a selection.
- 1.14 HOW TO DO BUSINESS:** PBA utilizes a web-based procurement software system, Vendor Registry. The system provides our clients with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line supplier registration and maintenance as well as on-line retrieval and submittal of quotes, bids, and proposals for our supplier-clients.
- Prior to the closing of this RFP, *ALL PARTICIPATING SUPPLIERS* must be registered with the PBA Procurement Division. 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 Division Representative listed in Section 1.1 of this document.
- 1.15 INCURRED COSTS:** PBA will not be responsible for any costs incurred by the supplier in the preparation of their proposal.
- 1.16 MINORITY-OWNED, WOMEN-OWNED & DISADVANTAGED BUSINESSES:** PBA encourages the meaningful participation of minority-owned businesses. It is the intent of PBA to maintain a minimum procurement goal of 10% participation from minority-owned, women-owned, small businesses, and/or disadvantaged businesses.
- 1.17 MULTIPLE PROPOSALS:** PBA will consider multiple proposals that meet specifications.
- 1.18 NO CONTACT POLICY:** After the date and time that the supplier receives this solicitation, any contact initiated by any supplier with any PBA representative concerning this RFP, other than the Procurement Division representative listed herein, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the supplier from this procurement transaction.

**1.19 PAYMENT METHOD:** PBA utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders (P.O.). P.O.s will be issued from the PBA Procurement Division via email. The P.O. will detail the quantity, specific item(s) and the contracted price for each item. Orders placed using a P.O. will be paid by Electronic Funds Transfer (EFT). Successful contractor(s) will be asked to submit a new/updated EFT Authorization Form to confirm that PBA has correct banking information on file prior to the contract being fully executed.

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

**1.20 POSSESSION OF WEAPONS:** All contractors and their employees and their agents are prohibited from possessing any weapons on PBA property without prior written consent from PBA. In the case of a contractor whose contract requires possession of firearms or other weapons to successfully complete their contract, contractor must provide personnel who are bonded to bear said weaponry.

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

**1.22 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Contractors must, upon request, furnish satisfactory evidence of their ability to furnish products and/or services in accordance with the terms and conditions of these specifications. PBA will make the final determination as to the contractor's ability.

**1.23 PROPOSAL DELIVERY:** PBA requires suppliers, when hand delivering proposals, to time and date stamp the envelope before submitting their response to the Procurement Division representative. The time clock in the Procurement Division will become the official record of time. Electronic submissions are recorded electronically. PBA will not be responsible for technical difficulties experienced by suppliers trying to register or submit their response electronically less than twenty-four (24) hours prior to the proposal closing time. See Section 1.14 for information regarding required supplier registration.

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

**1.24 PROPOSAL FORMAT:** This solicitation is in the Request for Proposals (RFP) format. At the specified date and time, each supplier's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

**1.25 RECYCLING:** PBA, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals be sent electronically using PBA's online portal. Proposals being submitted on paper must:

**1.25.1** Be submitted on recycled paper;

**1.25.2** Not include pages of unnecessary advertising.

**1.26 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective supplier to review the entire RFP packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or solicitation procedures must be received by the Procurement Division no later than **4:30 p.m. Eastern Time on May 24, 2023**. These requirements also apply to specifications that are ambiguous.

**1.27 SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. **Please sign the original in blue ink.** By signing the proposal document, the supplier acknowledges and accepts the terms and conditions stated in the document and will legally bind the supplier to PBA's request for goods and/or services. The submission of your electronic response will be the acknowledgement of signature.

- 1.28 SMOKING/TOBACCO POLICY:** Smoking, smokeless tobacco products, and electronic-cigarette use is prohibited in PBA managed buildings, including at any of the entrances or exits or within fifty feet of any doorway, as is currently designated and determined by federal regulations, which may change from time-to-time. Smoking is only permitted at the designated smoking areas beyond the 50-foot restriction. This policy applies to all contractors' employees and subcontractors. Smoking means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation, in any manner or in any form. This policy also applies to Electronic Smoking Devices in all forms.
- 1.29 TAXES:** PBA direct purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.30 TERM CONTRACTS:** If this solicitation results in a term contract, PBA must receive all general price decreases that other similar customers receive.
- 1.31 TITLE VI:** It is the policy of PBA that all its services and activities be administered in conformance with the requirements of Title VI. Contractors must comply with the President's Executive Order Nos. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex, or national origin. Contractors must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion, or national origin. Contractors must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-kickback Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are incorporated by reference.
- All contractors must comply with Title VI of the Civil Rights Act of 1964 as codified in 42 U.S.C. 2000d. The successful contractor(s) must follow Title VI guidelines in all areas including, but not limited to, hiring practices, open facilities, insurance, and wages. PBA reserves the right to review all compliance records to be completed by a contract compliance officer designated by PBA.
- 1.32 USE OF PROPOSAL FORMS:** Suppliers must complete the proposal forms contained in the solicitation package. Failure to complete the proposal forms may result in rejection of their proposal.
- 1.33 WAIVING OF INFORMALITIES:** PBA reserves the right to waive minor informalities or technicalities when it is in the best interest of PBA.

## **SECTION II OBLIGATIONS, RIGHTS AND REMEDIES**

These terms and conditions shall be part of the contract. PBA reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this contract shall be binding on PBA without the prior written approval of PBA.
- 2.2 APPROPRIATION:** In the event no funds are appropriated by PBA for the goods and/or services in any fiscal year or insufficient funds exist to purchase the goods and/or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of PBA.
- 2.4 AWARD PROTEST PROCEDURES:** Occasionally there may be complaints from suppliers asserting the award process for a solicitation has been unfair in some manner. Any supplier who claims to be aggrieved in connection with a specific solicitation may pursue the following process for resolution. Suppliers who believe there has been a problem with the process or decisions should contact the buyer listed in Section 1.1 of the solicitation in question. Typically, the buyer will be able to explain PBA's rationale for the decision and the supplier will be satisfied. However, if the supplier is still not satisfied, the following steps may be taken.

The supplier may notify the Director of Finance, in writing, within seven calendar days after the notice of the award or intent to award the contract is issued whichever is earlier. **PBA will not consider complaints filed electronically.** Complaints received more than seven calendar days after the notification of the award decision has been made will not be considered for review. The envelope in which the protest is mailed should be clearly marked "Protest of Award Decision." The written protest should include:

- 2.4.1 The name, address, and phone number of the protestor and the name of the supplier represented;
- 2.4.2 The solicitation name, solicitation number, date, and any other pertinent information;
- 2.4.3 A statement of reason for the protest and the resolution requested;
- 2.4.4 Any supporting documents, exhibits, or evidence to substantiate the protest; and
- 2.4.5 The original signature of the protestor.

The Director of Finance will review the protest and announce a decision in writing. Recognizing that delaying the procurement process any longer than necessary is detrimental to the interests of PBA, the Director of Finance will announce their decision as soon as possible. The decision will be made, and the protestor will be notified within five business days of the receipt of the protest.

If the protestor still is not satisfied, there is a final appeal process. The concerned protestor may file an appeal with the Administrator/CEO of PBA. This appeal must be filed within three business days from the issuance of the Director of Finance's decision. The Administrator/CEO will again review the information and the previous decisions. A decision will be made and issued within five business days.

In those cases where delaying the procurement process would endanger the health of the public served, cause additional and/or extensive damage to PBA or would adversely affect PBA programs, PBA will not stop the process. All documentation regarding the protest shall become part of the solicitation file.

- 2.5 **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 may be required to undergo a background check. The successful contractor(s) should allow up to five business days for an employee to be approved or denied for unescorted access within any PBA managed facility. Under no circumstances shall a contractor's or subcontractor's employee begin work on a PBA property or project prior to receiving authorization by PBA and obtaining a badge.

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

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

- 2.6 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and/or other evidence pertaining to the goods and/or services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by PBA or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the contractor's costs of manufacturing, acquiring or delivering the products and/or services governed by this agreement.

- 2.7 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this contract which have been manufactured or assembled by child labor.

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

- 2.9 **CONFLICTING PROVISIONS:** In the event of inconsistent or conflicting provisions of the contract and any documents related thereto (including but not limited to the Request for Proposals, the proposal, the award, the special terms and conditions, the general terms and conditions, any subsequent project-specific contracts, the specifications, and the drawings) the provision that grants PBA the greater rights and/or imposes the greater obligations on the contractor shall prevail.

- 2.10 DEFAULT:** If contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, PBA may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. PBA expressly retains all its rights and remedies provided by law in case of such breach, and no action by PBA shall constitute a waiver of any such rights or remedies. In the event of termination for default, PBA reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.11 GOVERNING LAW:** The resulting contract from this solicitation shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.
- 2.12 INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Proposal, Award, and similar items referred to or attached or which are the basis for this contract are deemed incorporated by reference as if set out fully herein.
- 2.13 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless PBA, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of contractor, its subcontractors, suppliers, agents or employees.
- 2.14 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that PBA shall not be responsible for any payment, insurance, or incurred liability.
- 2.15 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until PBA inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by PBA. PBA reserves the right to reject any or all items or services not in conformance with applicable specifications, and contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.16 IRAN DIVESTMENT ACT:** By submission of this proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to Tennessee Code Annotated (TCA) § 12-12-106.
- 2.17 LIMITATIONS OF LIABILITY:** In no event shall PBA be liable for any indirect, incidental, consequential, special or exemplary damages, or lost profits, even if PBA has been advised of the possibility of such damages.
- 2.18 NON-BOYCOTT OF ISRAEL ACT:** By submission of this proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tennessee Code Annotated § 12-4-119. Each supplier and each person signing on behalf of any supplier further certifies that each supplier is not on the list created pursuant to Tennessee Code Annotated (TCA) § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.
- 2.19 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices. Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services.

Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of PBA as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

- 2.20 PUBLIC RECORDS ACT:** PBA is subject to the Tennessee Public Records Act § 10-7-503 et seq. Suppliers are cautioned that all documents submitted on behalf of this RFP will be open to the public for viewing and inspection after the completion of the evaluation, and PBA will comply with all legitimate requests.
- 2.21 REMEDIES:** PBA shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages, and reasonable attorney's fees.
- 2.22 RIGHT TO INSPECT:** PBA reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.23 SEVERABILITY:** If any provision of this contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.24 TAX COMPLIANCE:** Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective federal, state, county, and city taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the PBA Procurement Division.
- 2.25 TERMINATION:** PBA may terminate this agreement with or without cause at any time, by written notice of termination to the contractor. If the Public Building Authority terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the Public Building Authority, and the Public Building Authority shall have no further or other obligations to the Contractor:
- a. the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the project had not been terminated; and
  - b. the direct out-of-pocket costs incurred by the contractor for demobilization of any then current project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the project.
- 2.26 WARRANTY:** Contractor warrants to PBA that all items delivered, and all services rendered shall conform to the specifications, drawings, solicitation and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to PBA all warranties allowed under the Uniform Commercial Code (U.C.C.).

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

### SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** PBA intends for this solicitation to set forth and convey to prospective contractors the general type, character, and quality of elevator, escalator, and lift services as desired by PBA from a qualified firm(s) that offers the highest quality of service at an economical price. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Contractors are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by PBA so stating.
- 3.3 ACCOUNT SET-UP:** The successful contractor(s) **will be required** to set up separate accounts for each PBA department that may use this term contract. Upon award of the contract, a list of all departments will be provided to the successful contractor(s). The successful contractor(s) will be required to invoice, as well as post payment, to the proper department.

- 3.4 ADDITION/DELETION OF GOODS, LOCATIONS, AND/OR SERVICES:** PBA may, but will not be required to, request the contractor to add goods, locations, and/or services for PBA. The successful contractor(s) agrees that upon written designation by PBA, it will add such goods, locations, and/or services under the contract. Pricing for any additional goods, locations, and/or services will be negotiated with the contractor(s). Approvals must be in writing; there will be no verbal authorizations. PBA may delete locations and/or goods/services from the contract without terminating the entire contract.
- 3.5 AGENCY CONTACTS:** Contractor(s) will be given a list of key personnel directly associated with the service to be performed for contact information. Only the PBA Procurement Division will have the authority to make changes during the term of this agreement and in compliance with the resulting contract.
- 3.6 AWARD LENGTH:** PBA intends to issue a one (1) year award with the option to renew upon mutual consent of both parties. The term contract may be renewed for four (4) one-year periods, one (1) year at a time, for a possible total of five (5) years. The renewal option is at the discretion of PBA. PBA reserves the right to purchase these services from other sources if the need arises.
- PBA reserves the right to revoke the award if a pattern of unavailability or other service issues arise with the contractor(s). Should PBA desire not to renew, no reason needs to be given.
- 3.7 CERTIFICATION:** Contractor's equipment operators must be certified in the proper operation of the equipment they will use under this term contract (e.g. CDL license). Certifications of technicians **must be included** in the response package. It will be the awarded contractor's responsibility to maintain current certifications with the PBA Procurement Division for the duration of the contract.
- Contractor(s) must obtain, at the contractor's expense, and submit copies with their proposal all permits and licenses required by law or ordinance and maintain the same in full force and effect for the full term of the contract.
- 3.8 CHANGES AFTER AWARD:** It is possible after award that PBA may change its needs or requirements. PBA reserves the right to make such changes after consultation with the contractor(s). Should additional costs arise, PBA reserves the right to consider accepting these charges provided the contractor(s) can document the increased costs. PBA also reserves the right to accept proposed service changes from the contractor(s) if they will lower the cost to PBA and/or provide improved service.
- 3.9 COMMUNICATIONS:** The successful execution of this contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with a fax transmission or email. It is essential that the contractor have an efficient and properly working fax machine or email capabilities. The contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers, fax numbers and email addresses to the agency contracts. These individuals must be familiar with the PBA contract and have the authority to make adjustments as requested by PBA.
- 3.10 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the contractor, its agents and employees will comply with all city, county, state and federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, the contractor will bear all costs arising from them.
- 3.11 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 Division will draft the contract. The PBA Procurement Division **will not** accept any contractor's contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other contract agreements are submitted, they **will** be rejected. Contractors are hereby cautioned that no contract will be binding on PBA unless signed by the PBA Administrator/CEO, as appropriate.
- 3.12 CONTRACTOR CONTACTS:** It will be essential to the success of this contract to develop a good working relationship with the contractor(s). It is imperative that the PBA account be handled efficiently and professionally. PBA should be assigned no more than two (2) contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the PBA account, the contractor will formally introduce the new contacts to PBA personnel. These contacts must be knowledgeable of PBA's account to avoid any interruption of service.



**3.13 CONTRACTOR'S DUTIES:** All work performed under this contract must be performed in accordance with all provision of these specifications. By submitting a proposal, the owner or their representative acknowledges and accepts this clause. The contractor will be presumed to have made a reasonable inspection of the premises prior to the time of proposal and will be held responsible for all information available through such inspections. The contractor will immediately upon discovery, bring to the attention of PBA any conflicts that may occur among the various provisions of the specifications. PBA will resolve such conflicts and will be responsible for any costs reasonably incurred by the contractor due to such conflict. Failure of the contractor to bring conflicts or exceptions to the attention of PBA will allow PBA to require any changes deemed necessary before acceptance by the PBA.

**3.14 DESTINATION AND DELIVERY:** Suppliers must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery will be FOB Destination.

**3.15 DRUG-FREE WORKPLACE PROGRAM:** If contractor has five or more employees receiving pay, contractor must have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, must obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and must provide the Affidavit required by Public Acts, 2000, Chapter 918. Contractor will ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

**3.16 EVALUATION CRITERIA:** PBA will evaluate the submitted proposals and make a determination of the supplier, or suppliers, with which negotiations will ensue. The factors that will be considered in the evaluation of proposals are:

Company's Qualifications, Services, and Capabilities	30 Points
Pricing/Discounts	30 Points
Key Personnel	20 Points
Resources	15 Points
References	5 Points

PBA reserves the right to ascertain whether or not the prices submitted are realistic and within the competitive range for these products and this type of service. PBA will consider past experiences and/or concerns with companies during the evaluation stage.

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

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

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

- 3.17.1** PBA reserves the right to eliminate proposals that are clearly non-responsive to the stated requirements.
- 3.17.2** Each proposal received will be evaluated to determine if the supplier meets the minimum criteria and the degree to which the proposal is responsive to the requirements of this document. Therefore, suppliers must exercise particular care in reviewing the Proposal Format required for this RFP.
- 3.17.3** The detailed evaluation that follows the initial examination may result in more than one finalist. At that point, PBA may request additional information or presentations by suppliers and/or carry out contract negotiations for the purpose of obtaining best and final offers.
- 3.17.4** PBA reserves the right to visit the office(s) and or site(s) of the supplier(s) in order to inspect the facilities and meet key personnel.
- 3.17.5** PBA reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- 3.17.6** Receipt of a proposal by PBA or a submission of a proposal to PBA offers no rights upon the supplier nor obligates PBA in any manner.
- 3.17.7** PBA reserves the right to waive minor informalities in proposals, provided that such action is in the best interest of PBA. Any such waiver will not modify any remaining requirements of the RFP or excuse the supplier from full compliance with the RFP's specifications and other contract requirements if the supplier is awarded the contract.

**3.18 EVALUATION REVIEW:** PBA reserves the right to use all pertinent information that might affect PBA's judgment as to the appropriateness of an award to the best evaluated supplier(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's submittal, may also be noted and made part of the evaluation file. PBA will have sole responsibility for determining a reliable source. PBA reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of PBA.

**3.19 EXCEPTIONS TO SPECIFICATIONS:** Suppliers taking exception to any part or section of these specifications must indicate such exceptions in their submittal. Failure to indicate any exceptions will be interpreted as the supplier's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions must be included in Tab IX of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal will not be reviewed or considered.

**3.20 FEDERAL TRANSPORTATION ADMINISTRATION PROCUREMENTS:** The successful contractor(s) must understand that any/all procurements made for and paid with Federal Transportation Administration (FTA) grant funding must comply with certain additional FTA Clauses. The contractor(s) will be notified prior to quoting a project if the procurement must meet additional FTA Terms and Conditions. PBA will compile the appropriate document containing the FTA Terms and Conditions for contractor compliance authorization. Attached as Attachment K is a list of possible FTA Terms and Conditions and where the explanations of each can be found within the FTA Purchasing Code.

**3.21 FORCE MAJEURE:** The successful contractor(s) will not be held responsible for acts beyond the control of the parties to which a contract is awarded. PBA recognizes that national and/or international occurrences, unforeseen and beyond control of the contractor, may impact distribution costs. The pricing offered as a result of this RFP is to be based upon known and calculated expenses; therefore, should unexpected occurrences (e.g.: natural disasters, drought, war) happen as stated above, the contractor(s) may request relief only for the duration of said occurrence.

**3.22 GRATUITIES AND KICKBACKS:** It will be a breach of ethical standards for any person or supplier to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore.

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

**3.23 INSURANCE:** The successful contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the contractor's willingness to obtain and maintain the insurance, the supplier must complete, sign, have their insurance agent sign, and submit the attachment with their proposal.

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

**3.24 INTERPRETATION:** 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 Division.

**3.25 INVOICE DETAIL:** Until a P.O. is in place, a contract is fully executed, or a Notice to Proceed 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 a one of these documents in place.

PBA requires invoices show the following detail to help expedite review and payment. The contractor(s) may be required to modify invoicing procedures to show the detail. All potential contractors are hereby cautioned that PBA will only pay from original invoices and not facsimiles or copies.

PBA prefers invoices be sent electronically; electronic invoices should be emailed to [invoices@ktnpba.org](mailto:invoices@ktnpba.org). Alternatively, invoices may be mailed to: Public Building Authority, ATTN: PBA Finance Department, PO Box 2505, Knoxville, TN 37901. Only one invoice method should be used. Invoices sent by facsimile **will not** be accepted. Invoices which do not adhere to these details may be returned to the contractor for correction. Invoices must meet all other criteria listed herein.

- 3.25.1** The invoice must show the amount due to the contractor by the PBA division or department.
- 3.25.2** Invoices for PM Service must be submitted monthly. Invoices for an upgrade and improvement project must be submitted when the project is completed.
- 3.25.3** The invoice must show the P.O. number, if applicable. If a P.O. was not issued, the contract number should be listed.
- 3.25.4** The invoice must show an itemized detailed material count, including: the date(s) of delivery or service, the project location(s), the associated unit price as stated in the contract, and the quantity, if applicable.
- 3.25.5** Invoices are to be original and uniquely pre-numbered.
- 3.25.6** Invoices that do not show this information are subject to rejection.
- 3.25.7** Invoices are to be submitted within 60 days of the date the goods or services were delivered to PBA. PBA may deny invoices submitted after the 60-day threshold.
- 3.25.8** Separate invoicing procedures between the successful contractor(s) and other government agencies or departments must be arranged if using as a cooperative contract. Invoice/payment obligations are between the entity receiving services and the successful contractor(s).

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

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

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

Each department or division of PBA is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desires to purchase from you. Do not credit payments to any other department's account. 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. If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, please contact the PBA Finance Department at 865.215.4630 to determine its status. NOTE: The thirty (30) days does not start until PBA Finance has received an approved invoice for payment from the requesting department.

There may be supplemental and/or additional invoicing and payment stipulations in addition to those listed herein that are applicable in more long-term projects. Any additional terms and conditions will be covered in other contractual documents.

- 3.28 LIABILITY:** All collected materials/products shall become the liability of the contractor immediately upon the contractor's handling of collected materials/products and continuing thereafter. The contractor must agree to indemnify, defend and hold PBA harmless from all liability arising from transporting, collecting, or disposing of collected materials/products.
- 3.29 NEGOTIATION:** PBA may select a successful supplier on the basis of initial offers received without discussions. Therefore, each proposal must contain the supplier's best terms from a cost or price and service standpoint. PBA reserves the right to enter into contract negotiations including, but not limited to, rates and term with the highest-rated supplier. If PBA and the selected supplier cannot negotiate a successful agreement, PBA may terminate said negotiations and begin negotiations with the next highest-rated supplier. PBA retains the right to negotiate with multiple suppliers simultaneously. This process will continue until an agreement has been reached or all suppliers have been rejected. No supplier will have any rights against PBA arising from such negotiations.
- 3.30 NEWS RELEASES BY CONTRACTORS:** As a matter of policy, PBA does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of PBA.
- 3.31 OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the supplier makes a request in writing to the PBA Procurement Division **prior** to the time set for the closing of the RFP or unless PBA fails to accept within ninety (90) days after the date fixed for closing the RFP.
- 3.32 PATENTS AND COPYRIGHTS:** The successful contractor(s) shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device in performance of the work, which is the subject of patent rights or copyrights. Contractor(s) shall, at their own expense, hold harmless and defend PBA against any claim, suit or proceeding brought against PBA which is based upon a claim, whether rightful or otherwise, that the work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The contractor(s) shall pay all damages and costs awarded against PBA.
- 3.33 PERFORMANCE AND PAYMENT 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. The Bonds will be returned upon the successful and satisfactory completion of the project.
- 3.34 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.
- 3.35 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 should include their title, the number of years that they have been with your company, list of certifications and/or training achieved.
- 3.36 PRE-PROPOSAL CONFERENCE:** A non-mandatory pre-proposal conference will be held on **May 17, 2023** beginning promptly at **1:00 p.m. Eastern Time**. This meeting will be held at PBA's Property Management office located at 610 Richards Street, Knoxville, TN 37921.
- Please review the RFP prior to the meeting and bring a copy with you to the conference. Suppliers are cautioned that nothing is legally binding on PBA unless stated in writing and made part of the solicitation. Official Addenda must be issued by the PBA Procurement Division.
- 3.37 PRICING:** Contractor warrants that the unit price stated for all items will remain firm for a period of twelve (12) months from the first day of the contract period. If the contractor's price is increased after the initial year, PBA must be given a written notice to consider. Written notice must be received a minimum of ninety days prior to the contract renewal date. Such request must include at a minimum, (1) the cause for the adjustment; and (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected, the contractor may:

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

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

- 3.38 PROPOSAL CONTENT:** The supplier's response must contain a thorough description of the background of the supplier and sufficient evidence showing that the supplier is capable of providing the goods and services. The supplier's response must thoroughly expound on the supplier's understanding of how the proposed services will meet PBA's needs. The proposal must also contain an explanation of the supplier's ongoing commitment to service.
- 3.39 PROPOSAL EVALUATION:** In evaluating the proposals, PBA reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all of the successful proposal in selecting an operation which is judged to be in the best interest of PBA. All material submitted becomes the property of PBA.
- 3.40 QUALIFICATION OF SUPPLIERS:** Each supplier may be required, before the award of any contract, to show to the complete satisfaction of the Director of Finance that it has the necessary facilities, ability, and financial resources to furnish the services specified herein in a satisfactory manner, and the supplier may also be required to show past history and references which will enable the Director of Finance to be satisfied as to the supplier's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.
- 3.41 QUANTITIES:** PBA does not guarantee any quantities of services or materials to be purchased from this term contract.
- 3.42 REFERENCES:** Suppliers must submit a list of up to 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. Do not list the Public Building Authority of the County of Knox and the City of Knoxville, Tennessee as a reference. References must be submitted on Attachment I of this RFP.

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

- 3.43 REJECTION OF PROPOSALS:** PBA reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of PBA may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal will be construed as meaning simply that PBA does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to PBA for the particular services proposed.
- 3.44 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.
- 3.45 REPORTS:** Successful contractor(s) may be asked to generate needed reports or historical records. Examples include, but are not limited to: past purchases, dates of projects, maintenance and/or repair histories, and/or products used. PBA will expect to receive prompt and legible reports. There will be no additional costs for these reports, if requested.

**3.46 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.

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

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

**3.48 SAFETY TRAINING:** The contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (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.

**3.49 SUBMIT QUESTIONS:** Prospective contractors may submit questions concerning this solicitation until **4:30 p.m. Eastern Time on May 24, 2023**. Submit questions as noted in Section 1.1.

**3.50 SUPPLIER INTERVIEWS:** PBA requests that suppliers demonstrate their capabilities as well as a thorough knowledge of the intent of this RFP. PBA reserves the right to request interviews to gain additional insight into the capabilities and features of the proposed services and to ask questions regarding any portion of same.

**3.51 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.

**3.52 USE OF TRASH CONTAINERS:** Suppliers are advised that PBA policy does not allow contractor(s) to utilize on-site trash bins paid for by PBA. Contractor(s) will be responsible for removing and disposing of all debris associated with the work to be performed.

## **SECTION IV SPECIFICATIONS**

**4.1 SCOPE OF WORK:** PBA is seeking a contractor(s) for the provision of elevator, escalator, and lift services for PBA managed facilities. The services to be provided are detailed herein and include preventive maintenance as well as repairs needed to meet state required performance. All PBA managed facilities are located within the boundaries of Knox County; the sites and details for the equipment at each site are included in Section 4.29. PBA will also consider various preventive maintenance, repairs and upgrade programs recommended by the contractor(s) that could be used throughout the managed facilities. This work must include all supervision, labor materials, equipment, supplies, licenses, and insurance required to fulfill the specifications in this solicitation.

**4.2 CONTRACTOR'S RESPONSIBILITIES:** All work performed under this contract must be performed in accordance with all provisions of these specifications or plans and must be approved in writing by PBA. The contractor(s) will be presumed to have made a reasonable review of the scope of services prior to the time of proposing and will be held responsible for all information available through solicitation and quote documentation. The contractor(s) must immediately upon discovery, bring to the attention of PBA any conflicts that may occur among the various provisions of the specifications. Failure of the contractor(s) to bring conflicts or exceptions to the attention of PBA will allow PBA to require any changes deemed necessary before acceptance by PBA.

- 4.2.1 The contractor(s) must provide competent supervision and competent workers. The contractor(s) may be required to have a supervisor available and on site whenever there is a project that requires supervision.
  - 4.2.2 The contractor(s) will be required to have ample equipment and staff available to complete multiple projects simultaneously as required by PBA during the contract period.
  - 4.2.3 The contractor(s) will furnish all labor, equipment, vehicles, and other items necessary to accomplish each service. All personnel are required to be employees of the contractor(s). No contract or day laborers are permitted. No subcontracting will be permitted under the contract without prior written permission from PBA.
  - 4.2.4 Provide at least one employee on every job assignment with the ability to speak, read, write, and understand English so PBA's staff can communicate effectively with them.
  - 4.2.5 Contractor(s) must 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 occurs 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% penalty of such repairs to contractor(s).
  - 4.2.6 Contractor(s) must perform work without unnecessarily interfering with the activities of tenants or other contractor(s).
  - 4.2.7 The contractor(s) must be able to complete all tasks normally encountered in commercial buildings within the time specified herein.
  - 4.2.8 The disposal of collected material/debris is entirely the responsibility of the contractor(s), if applicable.
  - 4.2.9 It will be the responsibility of the awarded contractor(s) to maintain the work zone in a clean manner so that foot traffic is not impeded, and no debris is carried into other areas of the facility. The work area must be cleaned prior to leaving the site.
- 4.3 **CONVEYANCE CONDITIONS:** All conveyances are "as is," and PBA will not be responsible for and does not make any guarantees with respect to their conditions. The contract will not be invalid due to defects discovered after award of the contract.
- 4.4 **CONVEYANCE CONSULTANT INSPECTIONS:** PBA may secure the service of a professional consultant to conduct inspections. This consultant will provide a conveyance condition survey report identifying any deficiencies that require correction by the contractor(s). Corrections must be completed by the contractor(s) within sixty days of the submittal of the report to the contractor(s) unless additional time is granted by PBA.
- 4.5 **DUMBWAITERS:** The contractor(s) must provide the following services for dumbwaiters/cart lift equipment in addition to the requirements for electric elevators.
- 4.5.1 Provide inspection on the following equipment and/or components to meet or exceed the Codes and Standards:
    - a. Controller, dispatching equipment, and timing devices for the automatic ejection and retraction devices on the cart lifts or material handling equipment.
    - b. Mechanical transfer equipment for ejection and retraction devices, power operated hoist way door equipment, locks cams, chains, and safety shoes for the car gates and hoist way doors.
    - c. Signal equipment including indicator control and dispatch panels, hall lanterns, position indicators, and illuminated hall buttons.
  - 4.5.2 Provide periodic inspections and testing of each dumbwaiter as stipulated in the ASME A17.1 Safety Code for Elevators and Escalators.

**4.6 ELECTRIC ELEVATORS:** The awarded contractor(s) must:

- 4.6.1 Maintain, repair, or replace: machine worm, gear, thrust bearing, drive sheave, drum, deflector sheave, shaft bearings, brake pulley, brake coil, brake contact, lining and component parts, motors, motor generators, windings, rotating elements, commutators, brushes, brush holders and bearings, governors, governor sheave and shaft assembly, bearings, contacts and governor jaws. All motor windings, including but not limited to, motor generator sets and hoist motors must be cleaned and treated as needed with proper insulating compound approved by the motor manufacturer. Additionally, these motor windings must be tested with a megohmmeter with the resultant meter reading to be held at 5.0 megohms or more to ground. This testing must occur no less often than annually, and the results must be provided to the PBA designee via email to [ElevatorResponse@ktnpba.org](mailto:ElevatorResponse@ktnpba.org) within 30 days of the test being performed.
- 4.6.2 Maintain, repair, or replace controller, selector, scheduling and dispatching equipment, all relays, solid state components, resistors, resistor tubes, grids, condensers, transformers, contacts, leads, overloads, dash pots, timing devices, fuses and fuse holders, computer devices, diagnostic terminals and tools, and all mechanical and electrical driving equipment.
- 4.6.3 Maintain, repair, or replace deflector sheaves, bearings, shafts, car and counterweight guides and guide rails and supports, car and counterweight buffers, top and bottom limit switches, selector switches, leveling vanes and switches, reed switches, stop switches governor tension sheave assembly, compensating sheave assembly, car and counterweight frames, car frames, supports and styles, top of car operating device, car enclosure steadying device, and complete car and counterweight safety assemblies.
- 4.6.4 Maintain, repair, or replace wire hoist ropes, equalized wire rope tension to maintain an adequate factor of safety, electrical conductor cables, traveling cables, selector tapes, all hoist way, car and machine room elevator wiring, wire ways and junction boxes, and the governor rope and compensating wire ropes and chains. The contractor(s) must replace wire ropes when ropes are worn or undersized.
- 4.6.5 Maintain, repair, or replace hoist way and car door contacts, interlocks, hangers, closers, tracks, gate switch, bottom door gibes, power and manual door operating devices, unlocking cams, door operator linkage, pulleys, belts, safety edges, proximity devices, photocells, and door restrictors.
- 4.6.6 Maintain, repair, or replace car and corridor operating stations, position indicators, hall lanterns, all signal devices associated with the unit including bulb replacement, elevator car enclosure, top of car emergency exit, side exits, car fan, platform, locks, latching devices and other mounts and supports, and emergency car lighting and batteries.
- 4.6.7 Provide all necessary lubricants and rope preservatives that are specially compounded to elevator industry specifications, cleaning compounds, cleaning tools, and cleaning wiping materials. The contractor(s) will maintain oil at proper levels per the manufacturer's specifications. Oily wiping materials must be stored and disposed of in properly labelled metal fire resistant containers.
- 4.6.8 Be responsible for brushing down and vacuuming the machine rooms, secondary door hangers, track, interlocks, and door sills (beyond opening). The contractor(s) will keep the elevator pit clean of dirt, debris, and oil.
- 4.6.9 Provide periodic inspections and testing of each covered unit per ASME A17.1 Safety Code for Elevators and Escalators. This includes conducting annual no load, low speed tests of car and counterweight safeties, and a test of buffers and the 5-year rated load, rated speed safety test of governors and buffers.
- 4.6.10 Perform any other tests required by local building codes and/or ordinances.
- 4.6.11 Test components for the 5-year full test and install tag per code requirements. For the annual no load tests, the governor must be provided with a test tag indicating the date and type of testing performed.

**4.7 ELEVATOR EMERGENCY PHONES:**

- 4.7.1 All elevator emergency phones must be programmed to call the designated PBA Communications Center phone line as assigned.
- 4.7.2 PBA Telecomm personnel will service the elevator emergency phone equipment where they can access without going behind panels, shafts, etc.
- 4.7.3 The contractor(s) will be required to assist PBA Telecom in gaining access to the emergency phone equipment as needed.
- 4.7.4 The contractor(s) will assist and provide service in areas accessible only to elevator service technicians (e.g. running phone lines in shafts and behind panels).
- 4.7.5 All emergency phones must be in working order and meet all applicable code(s).



- 4.8 ELEVATOR PERFORMANCE REQUIREMENTS:** Contractor(s) agrees to maintain the following minimum performance requirements of the elevators:
- 4.8.1** Maximum Floor to Floor Time: Floor to floor times are measured from the time the doors start to close, including a typical one floor level, until the elevator is level with the next floor and the doors are  $\frac{3}{4}$  open to the fully open position. The minimum requirement is thirty seconds, and the maximum requirement is sixty seconds.
  - 4.8.2** Quality of Ride: Elevators must provide smooth acceleration and deceleration transitions in and out of the floors. The travel between floors must be smooth and quiet.
  - 4.8.3** Maximum Door Opening Time: Door opening times are measured from the start of the car door opening until hoist way doors are in the fully open position. The minimum requirement is fifteen seconds, and the maximum requirement is thirty seconds.
  - 4.8.4** Maximum Door Closing Time: Door closing times are measured from the start of the door close until hoist way doors are fully closed. Door closing static pressure must not exceed 30 lbs.
  - 4.8.5** Door Dwell Time: Door dwell time is measured from the time the door is fully open until the time the doors begin to close. Door dwell time from a hall call must be 5.0 seconds +/- 1.0 second or as agreed upon with PBA. When the system is capable of establishing a different dwell time from a car call this must be set at 3.0 seconds +/- 1.0 second. When the hall button is located a lengthy distance from an elevator in a group, the door dwell time from a hall call must be established at the minimum acceptable ADA and/or accessibility standards.
  - 4.8.6** Floor Accuracy: Elevator car must be level with floor under all load conditions.
  - 4.8.7** Rated Speed: Variance from rated speed, regardless of load, must be within 5% of original contract speed.
  - 4.8.8** Performance: Performance will be measured by original installation design parameters. Eliminating operations or shunting any circuits without written permission by the PBA designee may be considered a default of the term contract.
- 4.9 EQUIPMENT:** Suppliers **must** submit a list of equipment that is currently owned and available to be used for the services described herein.
- 4.10 EQUIPMENT CLEANING:** The contractor(s) must clean all equipment at regular monthly intervals in order to maintain a professional appearance, preserve the life of the equipment, and meet all code requirements.
- 4.10.1** The contractor(s) must notify the PBA designee at least 2 business days prior to scheduled PM work to coordinate the service. The technician must notify the PBA designee prior to arrival at the site so that PBA staff can meet the technician at the site and inspect the pit while the technician is present.
  - 4.10.2** The contractor(s) must keep the elevator machine rooms clean and neat at all times. All trash and debris must be disposed of. All broken parts must be removed from PBA premises.
  - 4.10.3** The contractor(s) must sweep, clean, and remove debris from the pit areas monthly.
  - 4.10.4** The contractor(s) must check the sump pumps during each service to confirm that they have power and are operating properly. The inspection and status must be documented.
  - 4.10.5** The contractor(s) must check the tank heaters at the beginning of each cold season to confirm that they are operating properly. The inspection and status must be documented.
  - 4.10.6** The contractor(s) may store spare parts in the cabinet.
- 4.11 ESCALATORS:**
- 4.11.1** Work performed during normal business hours will be performed under the agreement at no additional charge. Work performed outside of normal business hours will be charged at the hourly contracted rate for the time period that the work is performed.
  - 4.11.2** Prior to escalators being shut down, barricades are to be placed at the top and the bottom to prevent pedestrian traffic.
  - 4.11.3** Escalator preventive maintenance (PM) will be performed on a regular monthly basis. Contractor(s) must coordinate with PBA Security and the PBA designee to schedule PM work.
  - 4.11.4** All safety devices on the escalator must be checked for proper operation and standards during each PM service visit.
  - 4.11.5** All motors, gear boxes, chains, and brakes must be cleaned and free of debris and dust during each PM visit.
  - 4.11.6** Motors, gear boxes, and chains should be lubricated as per manufacturer's specifications but free of excess lubricant. Leaks and spills must be cleaned, as needed.
  - 4.11.7** The gear case must be periodically drained and flushed to remove sediment and grit and refilled with new gear oil.

- 4.11.8 Magnetic brakes must be torque tested after each lubrication of the motor.
- 4.11.9 Brake linkages and emergency brakes must be lubricated as per the manufacturer's specifications. No lubrication should ever be applied to any brake friction surface.
- 4.11.10 The entire braking assembly must be inspected for wear and/or loosening of component parts (e.g. couplings, pins or bushings, and springs). The contractor(s) must tighten and/or replace parts as needed for proper operation.
- 4.11.11 Brake shoes must be replaced if linings are worn and before rivets are exposed.
- 4.11.12 Internal screens should not be clogged. Rubber grommets on couplings should not be cracked or hardened. Couplings should have minimal play.
- 4.11.13 Leaking seals must be replaced.
- 4.11.14 Unusual noises, vibrations, squeaks, and/or scrapes must be investigated and corrected immediately by adjusting, aligning, or replacing parts, as needed, to eliminate the issue.
- 4.11.15 The contractor(s) must tighten, adjust, and replace as needed all parts (e.g.: track brackets, rollers, steps, sprockets, belts, chains, and step flanges).
- 4.11.16 All step treads/risers must be uniform and not warped, cracked, have gouges or dips. The contractor(s) must replace step treads/risers if damaged, cracked, and/or broken.
- 4.11.17 The contractor(s) must examine all balustrades and decks and adjust, if necessary, and confirm that they are properly fastened and aligned.
- 4.11.18 The contractor(s) will grease bull gear bearings as well as the ring and pinion gear per the manufacturer's specifications.
- 4.11.19 Handrails should not run hot, slip or move at a different speed than the steps. The contractor(s) must clean and lubricate all moving parts as needed and per the manufacturer's specifications.
- 4.11.20 The contractor(s) will regularly adjust the handrail slack to prevent damage to the handrail.
- 4.11.21 The contractor(s) will replace handrails that are cracked, cut, warped, or excessively worn.
- 4.11.22 The contractor(s) will inspect, adjust, and replace as needed the components of the handrail drive system to include the handrails, handrail drive wheel, roller cluster, drive chain, take-up device, and guide assemblies.
- 4.11.23 The contractor(s) will inspect, repair, and replace as needed the CPU board, brake control, controller annunciator display, starter panel, control temperature switch, control power transformer, power supply board, isolation transformer, high voltage and upper and lower junction boxes.
- 4.11.24 The contractor(s) will ensure that all electrical connections, contacts, cords, and other wiring are free of dust, are inspected for tightness, and are not burned, frayed or loose. All fuses must have the correct rating per the manufacturer's specifications.
- 4.11.25 The contractor(s) will ensure that the skirt and inner panels are securely fastened. These will be replaced and/or repaired as needed.
- 4.11.26 Pits must be dry and free from all rubbish and lubricants. The contractor(s) must dispose of all waste at each visit. Drip pans must be kept clean. Excess parts and oil may not be stored in the pit.

**4.12 FIREFIGHTER'S EMERGENCY SERVICE OPERATION:** The contractor(s) will be responsible for:

- 4.12.1 Conducting monthly tests as required by ASME A17.1 for Phase I and Phase II installations on Firefighter's Emergency Service Control System.
- 4.12.2 Conducting the annual tests in conjunction with the State and the State of Tennessee's licensed elevator inspector.
- 4.12.3 Correcting deficiencies in firefighter's emergency service elevator operations.
- 4.12.4 Checking and providing appropriate keys and access for emergency fire personnel in all installed fire department or elevator company use only boxes.

**4.13 GENERAL MAINTENANCE REQUIREMENTS:** The following general maintenance requirements will apply.

- 4.13.1 For signal and operational fixture lights: Upon completion of each routine maintenance visit, all signal fixture bulbs for the respective unit(s) must be operational. PBA may provide a list of burned-out fixture bulbs for a particular unit between routine maintenance visits, and the contractor(s) must install replacement bulb(s) during their routine maintenance visit for the unit(s).
- 4.13.2 If the contractor(s) anticipates any repair to a unit will remove the unit from service for more than four hours, the contractor(s) must immediately report their progress and anticipated time of completion via email to [ElevatorResponse@ktnpba.org](mailto:ElevatorResponse@ktnpba.org).

**4.13.3** For emergency car lighting: The contractor(s) must test and perform maintenance as required for the emergency car lighting on a monthly basis. Contractor(s) must document each test, provide the status of the test, and provide the documentation to PBA by documenting the information on the log stored in the machine room. If an issue is encountered that cannot be resolved during the visit or is not repairable, notification should be sent via email to [ElevatorResponse@ktnpba.org](mailto:ElevatorResponse@ktnpba.org).

**4.14** **HYDRAULIC ELEVATORS:** The contractor(s) must provide the following services for hydraulic elevators in addition to the requirements for electric elevators.

**4.14.1** Provide inspection on the following equipment and/or components for the hydraulic elevator equipment to meet or exceed the Codes and Standards:

- a. Elevator machine including reservoir, pump, valves, valve operators, valve pistons, drive motor, speed reduction units, and electro-mechanical or motor operated cam devices.
- b. Hydraulic jack unit's packing gland, surface condition of the jack unit piston, speed reducing valves, above ground piping, cut-off valves, speed reducing valves, and scavenger line systems or tank to collect normal leakage from jack unit packing gland.
- c. Entire hydraulic jack unit for "hole less" hydraulic elevator applications.
- d. Batteries, including those for emergency lowering, when applicable.
- e. Maintain proper clean oil and provide oil to proper levels in hydraulic reservoir.
- f. Provide periodic inspections and testing of each elevator as stipulated in the ASME A17.1 Safety Code for Elevators and Escalators. This includes inspection and testing of all pressure relief valves and cylinders at the frequency required by ASME A17.1.
- g. Perform any other testing required by local building codes and/or ordinances. For pressure relief valve tests, a test tag indicating the date and relief pressure of the testing performed must be affixed to the pressure relief valve.

**4.15** **HOURS OF WORK:** The contractor(s) must:

**4.15.1** Perform all routine maintenance service and scheduled repairs during normal business hours unless otherwise noted herein. Contractor(s) must use their best efforts to conduct maintenance and repairs 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 maintenance and repairs made outside of normal business hours at the rates agreed to pursuant to the contract.

**4.15.2** Contractor(s) must have a 24/7 answering service with a toll-free telephone number that can immediately dispatch service personnel within the response times as described herein. Response time means that the contractor will reply to the PBA representative within 15 minutes or less, with an anticipated arrival time for the repair not to exceed 30 minutes for an emergency situation and not to exceed 2 hours for a non-emergency situation. The contractor(s) will also provide contact information to PBA for local contacts that can be contacted for emergency requests as a back-up for the contractor's normal protocol for dispatch.

**4.15.3** Normal business hours are defined as Monday through Friday 7:00 a.m. to 5:00 p.m. Eastern Time, with the exception of holidays as stipulated in the International Union of Elevator Constructors – Local Labor Agreement.

**4.15.4** Outside of the normal business hours, PBA will call the contractor(s) using the contractor's normal business telephone number(s). The contractor(s) must provide a reliable means of communication between the contractor's local office and the lead service technician.

**4.15.5** There may be situations and schedule delays that require the contractor(s) to work other than normal business hours and/or to suspend, postpone, or reschedule the work. These situations are not uncommon for a large entity, and the contractor(s) must reschedule the work to minimize the disruptions. This may require the contractor(s) to perform the work at times other than the normal business hours.

**4.15.6** Service for the Sunsphere, Regal Riviera Cinema, and City of Knoxville Public Safety Building are included in this contract. Service for the units in these locations will be on-call 24/7. Service for all other units will be on-call during normal business hours Monday through Friday unless there is an emergency situation or otherwise requested by the PBA designee. Service for all units located in garages, the World's Fair Park, Volunteer Landing, and the Stair Tower will be on-call 24/7 during football season and special events.

**4.16** **INSPECTIONS:** Contractor(s) will perform the following tasks: all costs associated with performing the tasks will be included in the contract.

**4.16.1** The contractor(s) must perform all required testing on covered units as stipulated by the Elevator Safety Act and Rules before deadlines of compliance expire.

- 4.16.2 The contractor(s) must work with the required State of Tennessee's licensed elevator inspector who will witness the periodic (annual) testing of the units. The cost of any repairs, parts, and required re-inspection of unit(s) due to the fault of the contractor(s) will be absorbed by the contractor(s).
- 4.16.3 The contractor(s) must perform any other inspections required by local building codes and ordinances.
- 4.16.4 The contractor(s) must use certified personnel directly employed and supervised by the contractor(s) to perform the inspections.
- 4.16.5 The contractor(s) must provide copies of all completed safety, load test, and inspection forms within 10 days of completion. The forms may be submitted via email to [ElevatorResponse@ktnpba.org](mailto:ElevatorResponse@ktnpba.org).
- 4.16.6 The contractor(s) will be required to perform operational tests on any new devices installed.

**4.17 MISCELLANEOUS:**

- 4.17.1 The contractor(s) must provide service in a timely and responsive manner. "Timely" is defined as follows:
  - a. Emergencies, including elevator entrapments and state mandated escalator shutdowns due to injuries, will require that the contractor(s) have someone on-site within 30 minutes of the service call. Emergencies will be defined by PBA. The response time starts when the service call is made.
  - b. Callbacks outside of normal business hours will be included in the proposed rate for service. If PBA's and/or PBA's client's schedule allows, PBA will wait until the start of the next business day to initiate a service call. Any service call made on a PBA observed holiday will be considered an emergency call.
  - c. Power outages that require a "reset" during normal business hours will be covered within the contract at no additional cost. Power outages that require a "reset" outside normal business hours will be charged at the contracted rate for the time when the "reset" is performed.
- 4.17.2 Reasons and remedies for downtime of elevator units will be documented and made available to PBA via the portal. Verifiable shutdowns will average no more than one per unit per month excluding vandalism and misuse of equipment.
- 4.17.3 Inspection fees charged by local enforcing authorities will be paid by the owner. Fees for re-inspection due to failure to eliminate deficiencies covered by this agreement will be paid at the contractor's expense.
- 4.17.4 Should any elevator be shut down for any extended period of time exceeding 48 continuous hours, except for prescheduled repairs, the maintenance billing for the elevator may, at PBA's discretion, be suspended until the elevator is back in service. If a rotating element is the cause of the shutdown, 72 hours will be allowed.
- 4.17.5 The contractor(s) must assist with periodic inspections, testing, security measures, and window cleaning (if applicable) of the firefighter's service in accordance with ASME A17.1 Rule 1102.2f. These tests will be scheduled by the owner during normal business hours at the frequency required by the Code.
- 4.17.6 For regularly scheduled maintenance visits, the contractor(s) must notify the PBA Communications Center at 865.215.2246 at least 1 hour in advance of arrival. The contractor(s) may submit a monthly or annual calendar of regularly scheduled maintenance visits for all PBA managed facilities including the day and time, within a 3-hour time range. Failure to do so may result in building access being denied. Contractor(s) must let the PBA designee know when they arrive at and leave a PBA site.
- 4.17.7 Neither this agreement, any interest therein, nor claim thereunder may be assigned or transferred by the contractor(s) except as expressly authorized by the owner, and no contract or agreement will be made by the contractor(s) with any party for furnishing any of the work or services herein contracted for without the prior written notice of the owner.
- 4.17.8 Contractor(s) will not add any contractor logos to the conveyance equipment.
- 4.17.9 PBA will coordinate with the contractor(s) to confirm what floor to park units on for outdoor units.
- 4.17.10 PBA reserves the right to escalate a service request to an emergency status, regardless of the time of day, in a facility with multiple units.
- 4.17.11 Contractor(s) will adjust pricing, as needed, for any units that are under warranty.

**4.18 OBSELETE EQUIPMENT:** The contractor(s) will be responsible for repairing, replacing, or rebuilding any and all obsolete equipment, parts, or components as defined below.

- 4.18.1 Any item that is unavailable from the original manufacturer due to obsolescence.
- 4.18.2 Any item that must be custom manufactured.
- 4.18.3 Any item that requires extensive modification to the existing equipment before it can be installed.
- 4.18.4 All items and installation must be accepted by the PBA designee.

**4.19 ONLINE MAINTENANCE TRACKING PROGRAM:**

- 4.19.1 Immediately upon award the contractor(s) will make available to PBA their online maintenance tracking program.

- 4.19.2 PBA must be able to have multiple users with sign in protocol.
- 4.19.3 All PBA conveyance equipment under this agreement must be listed and traceable within the online system.
- 4.19.4 The online system must be able to show all maintenance performed on individual units and by building or facility. The state issued elevator unit number, date(s) of service, a description of what was wrong, and the remedy provided must be listed. All inspections and testing documents must be available online within 10 days of the performance of the service.
- 4.19.5 Online access to past invoices and Accounts Payable information is preferred.
- 4.19.6 The contractor(s) must be able to provide support for the online maintenance tracking program.
- 4.19.7 As per state requirements, all maintenance records and service records must be kept on-site in the machine room.

**4.20 ON-SITE STORAGE:** The contractor(s) must:

- 4.20.1 Furnish and maintain industry standard metal parts cabinets in each elevator machine room for the orderly storage of replacement parts and lubricants.
- 4.20.2 Abide by all codes and industry regulations regarding the proper disposal of all trash and debris generated while performing work under the term contract. Contractor(s) will not utilize on-site trash bins paid for by PBA to dispose of materials.

**4.21 PARTS INSTALLED:** The contractor(s) will:

- 4.21.1 Only use new parts and lubricants that are specified for the type of equipment on which they are being installed, unless substitution is specifically approved by the PBA designed prior to the installation.
- 4.21.2 Not be permitted to use "custom" or substitute equipment unless prior written approval of the PBA designee is provided. All workmanship must be in accordance with the National Electric Code, The American Society of Mechanical Engineers (ASME) Safety Code for Elevators and Escalators, the National Fire Protection Associate Code, and any other applicable code or guidelines generally observed by the elevator maintenance industry regarding the maintenance of equipment in a first-class health care facility. Used oil or solvent impregnated wiping materials must be removed from each machine room at a minimum of every thirty days.

**4.22 PARTS INVENTORY:** The contractor(s) will:

- 4.22.1 Maintain a supply a sufficient inventory of parts (e.g.: contacts, coils, leads, generator, light bulbs, motor brushes, proper lubricants, fuses, wiping materials, printed circuit boards) necessary for the performance of routine maintenance and restoration of service following minor shutdowns. This inventory will be maintained in the elevator room of each building.
- 4.22.2 Maintain an inventory in their local warehouse of spare lending and replacement parts for the conveyances identified herein (e.g.: brushes, motor brushes, controller switch boards, solid state components, printed circuit boards, selector parts, door hangers, rollers, hoist way limit switches, and signal devices).
- 4.22.3 Be capable of obtaining major parts (e.g.: motors, motor generator sets, brake coils, safety edges, hanger parts, interlocks, and door guides) quickly to prevent prolonged loss of service in the event of failure of covered units. Upon request, contractor(s) will provide their source for these major parts and an estimated lead time for delivery.
- 4.22.4 Only replace LED lights with LED bulbs. PBA prefers the use of LEDs in all buildings/units, however, complete banks and localized visible lights must use the same type of bulbs to prevent multiple light shades. PBA is making upgrades when possible so that all units will have LED lighting installed.

**4.23 PBA RESPONSIBILITIES:**

- 4.23.1 PBA will coordinate with the awarded contractor(s) so that they may access all areas to be serviced under the resulting contract.
- 4.23.2 The PBA designee will be responsible for inspecting and final acceptance of the work.

**4.24 PREVENTIVE MAINTENANCE SERVICE REQUIREMENTS:** Suppliers submitting a response must have experience managing maintenance contracts for elevators, escalators, and lift equipment for large, industrial, commercial, and/or educational campuses having comparable quantities of equipment. Such maintenance contracts must be of comparable level of service as detailed herein.

- 4.24.1 The awarded contractor(s) must maintain and service all covered units identified in the schedule listed herein.

**4.24.2** The awarded contractor(s) must perform the maintenance as described herein and furnish all materials and labor as required to maintain the covered units in good and safe operating condition as required by the contract.

**4.24.3** The awarded contractor(s) must have available and are responsible for supplying all required tools, equipment, and supplies both general and special (e.g.: commentator turning tools, re-cabling tools, pullers, torque wrenches, tachometer, timing devices, tram gauge, flax stone, and diagnostic tools) to maintain the equipment in a satisfactory state of repair in accordance with the terms herein.

**4.25** **QUALITY ASSURANCE:** The contractor(s) must:

**4.25.1** Conduct annual evaluations of equipment performance including, but not limited to: car speed; door operations; riding quality; car leveling; floor to floor time and system operation; traffic handling; and response time.

**4.25.2** Notify the PBA designee of the schedule for such evaluations so that PBA may witness the evaluations.

**4.25.3** Perform all required adjustments, repairs, or replacements required to maintain or restore performance consistent with the original manufacturer's operating performance standards or PBA's authorized revisions.

**4.26** **SCHEMATIC WIRING DIAGRAMS:** PBA will furnish contractor(s) a set of manufacturer's schematic diagrams for each covered unit if such document is available. There is a set of schematic diagrams stored in the elevator machine room for each elevator located in the same building. When schematic diagrams are available, the contractor(s) will update them legibly with any changes, required or optional, throughout the contract term. A copy of these changes will also be provided to the PBA designee. The awarded contractor(s) must return all schematic diagrams, keys and pertinent date to PBA upon the expiration of the term contract.

**4.27** **SERVICES:**

**4.27.1** The PBA designee will have the sole authority to set the schedule for services to be provided. Normal operating schedules and traffic patterns will be considered in order to schedule the work to be completed with the least amount of interruption to the daily operations of buildings and tenants. Some work may require scheduling after normal business hours and/or on weekends. The PBA designee will coordinate any afterhours work with PBA Security. Any mid-work changes to schedule or scope must be approved in writing by the PBA designee and the PBA Procurement Division.

**4.27.2** The contractor(s) will check in with security upon arrival to the job, if applicable. Contact information must be provided to the PBA designee to facilitate communication between the contractor and the on-site staff. Contractor's employees will only enter areas where they are assigned to work or as required to access the area for work.

**4.27.3** Contractor(s) performing services for the elevator at the Fritts Lot will be required to notify TVA prior to service and when the technician arrives and leaves the site. Contact information will be provided to the awarded contractor for this site. This requirement is in addition to checking in with PBA security upon arrival at the site.

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

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

**4.27.6** PBA reserves the right to have certain sites re-serviced at no additional cost if the initial service is not satisfactory.

**4.27.7** The PBA designee must be notified of and approve any additional charges prior to the work being performed. Approvals must be in writing; there will be no verbal authorizations.

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

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

**4.27.10** Contractor(s) will be responsible for providing and installing all equipment, tools, barricade devices, and safety devices. Limited storage may be available in certain locations. Contractor(s) will remove all equipment when the work is completed.

**4.27.11** Contractor(s) will complete work in an efficient and timely manner with emphasis on prompt completion without interruption to the clients and/or public in the area or affecting tenant safety.

- 4.27.12** If a job cannot be completed in one day, all equipment must be removed from the site and reassembled again the next business day unless otherwise approved in writing by the PBA designee.
- 4.27.13** Contractors are to use only environmentally safe and non-corrosive cleaners. Suppliers must provide with their RFP response current labels and Safety Data Sheets (SDS) for all products that may be used to provide service. Contractor(s) may not change product(s) or technique(s) to be used without prior written approval of PBA Procurement. SDS for proposed product(s), if applicable, must be submitted with the request to review the alternate product(s).

**4.28** **SERVICE TECHNICIANS:** The contractor(s) must:

- 4.28.1** Use certified personnel directly employed and supervised by the contractor to perform the covered work as described herein.
- 4.28.2** Provide criminal background checks on all certified technicians to the PBA designee upon request during the term of the contract.
- 4.28.3** Employ and assign only service technicians that have experience servicing, maintaining, and repairing conveyance equipment of the same manufacturer, style and operation as those to be covered under this term contract to PBA's account.
- 4.28.4** Only allow apprentices to perform work on PBA's conveyances under the direct supervision of a Certified Service Technician.
- 4.28.5** Ensure service technicians always wear a recognizable uniform to PBA properties. The service technician must also wear a PBA issued ID badge while on PBA property.
- 4.28.6** Check-in and check-out with PBA Security at 865.215.2246 upon arrival and departure at any PBA job site.

**4.29** **SITE LIST:** The following is a list of the sites currently managed by PBA including the site address.

FACILITIES AND EQUIPMENT	SITE NAME	PHYSICAL ADDRESS, ZIP	PERMIT NUMBER	EQUIPMENT NUMBER	TYPE	MAKE	YEAR
	City County Building - #1	400 W. Main Street, 37902	29923	20063347	Traction	Montgomery	1995
	City County Building - #2		29924	20063353	Traction	Montgomery	1995
	City County Building - #3		29925	20063359	Traction	Montgomery	1995
	City County Building - #4		29926	20063365	Traction	Montgomery	1995
	City County Building - #5		29927	20063372	Traction	Montgomery	1995
	City County Building - #6		29930	20063378	Traction	Montgomery	1995
	City County Building - #7/Jail		35538	20063404	Traction	Montgomery	1995
	City County Building - #8		29929	20063386	Traction	Montgomery	1995
	City County Building - #9		29931	20063392	Traction	Montgomery	1995
	City County Building - #10		29928	20063398	Traction	Montgomery	1995
	City County Building - Dumbwaiter #1		29877		Dumbwaiter	Matot	
	City County Building - Dumbwaiter #2		22976		Dumbwaiter	Matot	
	City of Knoxville Public Works	3131 Morris Avenue, 37909	40217		Hydraulic	ThyssenKrup	2017
	Dwight Kessel Metropolitan Parking Garage - #1	900 State Street, 37902	29065	20063328	Traction	Montgomery	1994
	Dwight Kessel Metropolitan Parking Garage - #2		29064	20063334	Traction	Montgomery	1994
	Dwight Kessel Metropolitan Parking Garage - #3		29063	20063340	Traction	Montgomery	1994
	Family Investment Center	400 Harriet Tubman Street, 37915	38150		Hydraulic	US Elevator	2012
	Forensic Center	2761 Sullins Street, 37919	28413		Hydraulic	Dover	1991
	Fritts Lot	307 South Gay Street, 37902	601935		Hydraulic	United	2022

FACILITIES AND EQUIPMENT – CONTINUED	SITE NAME	PHYSICAL ADDRESS, ZIP	PERMIT NUMBER	EQUIPMENT NUMBER	TYPE	MAKE	YEAR
	Gateway Center	900 Volunteer Landing Lane, 37915	30826	20236171	Hydraulic	Dover	1998
	Health Department – Main #1 (Near Auditorium)	140 Dameron Avenue, 37917	24355	20304949	Hydraulic	Dover	1980
	Health Department – Main #2		30186	20304950	Hydraulic	US Elevator	
	Health Department – West (not in use)	1028 Old Cedar Bluff Road, 37923	29240	20288167	Hydraulic	ESSCO	
	Juvenile Justice Center – Vertical Lift	3321 Division Street, 37919	32942		Handicap lift	Concord	
	KAT Knoxville Transit Center - #1	301 East Church Avenue, 37915	37267	20328680	Hydraulic	Northern	2010
	KAT Knoxville Transit Center - #2		37268	20328681	Hydraulic	Northern	2010
	KAT Knoxville Transit Center - #3		37269	20328682	Hydraulic	Northern	2010
	KAT Knoxville Transit Center – UP		37370	20291422	Escalator	Kone	2010
	KAT Knoxville Transit Center - DOWN		37371	20291421	Escalator	Kone	2010
	KAT Magnolia Building	1135 East Magnolia Avenue, 37917	27545		Hydraulic	Dover	1988
	Knox Central – Passenger	1000 North Central Street, 37917	28473	20236163	Hydraulic	Montgomery	1991
	Knox Central – Freight		28479	20236163	Traction	Montgomery	1991
	Locust Street Garage - #1	540 Locust Street, 37902	32233	20236195	Hydraulic	Northern	2000
	Locust Street Garage - #2		32234	20236195	Hydraulic	Northern	2000
	Locust Street Garage - #3		32235	20236196	Hydraulic	Northern	2000
	Main Avenue Garage (BOA) - #1*	550 Main Street, 37902	27819		Hydraulic	Otis	
	Main Avenue Garage (BOA) - #2		27820		Hydraulic	Otis	1987
	Market Square Garage - North	406 Walnut Street, 37902	34478		Hydraulic	ThyssenKrupp	2005
Market Square Garage - South		34479		Hydraulic	ThyssenKrupp	2005	
Old Court House - #1	300 Main Street, 37902	27248	20065932	Hydraulic	Dover	1987	
Old Court House - #2		27249	20065937	Hydraulic	Dover	1988	
Old Court House - #3		27250	20065942	Hydraulic	Dover	1987	
One Riverwalk Greenway	171 East Blount Avenue, 37920	41342		Hydraulic	Kone	2021	
Regal Cinemas – Lift in Theatre #3 (49)	510 South Gay Street, 37902	35898		Lift	Wheel o Vator	2007	
Regal Cinemas – Lift in Theatre #6 (49)		35899		Lift	Wheel o Vator	2007	
Regal Cinemas – Elevator #3 (40)		35900		Hydraulic	Schindler	2007	
Riverwalk Garage - #1	2011 Kay Street, 37920	28565		Traction	Dover	1992	
Riverwalk Garage - #2		28583		Traction	Dover	1992	
Riverwalk Garage - #3		27246		Traction	Dover	1987	

\*Cylinder replaced April 2023.



FACILITIES AND EQUIPMENT – CONTINUED	SITE NAME	PHYSICAL ADDRESS, ZIP	PERMIT NUMBER	EQUIPMENT NUMBER	TYPE	MAKE	YEAR
	Riverwalk Garage - #4		27247		Traction	Dover	1987
	State Street Garage – #1	520 State Street, 37902	600680	20236167	Hydraulic	ThyssenKrupp	2013
	State Street Garage – #2		600681	20236169	Hydraulic	ThyssenKrupp	2013
	State Street Garage – #3 (private floor elevator)		38863		Hydraulic	Smartrise	2013
	State Street Garage – #4 (Old Freight – dormant)		24946		Hydraulic	Dover	
	State Street Garage – #5		600359		Hydraulic	ThyssenKrupp	2019
	Summer Place Garage – North	500 Summer Place, 37902	38508		Traction	ThyssenKrupp TAC 50	2012
	Summer Place Tower - South		38507		Traction	ThyssenKrupp TAC 50	2012
	West Knoxville Senior Center - Elevator	239 Jamestowne Boulevard, 37934	34798		Hydraulic	ThyssenKrupp	
	West Knoxville Senior Center – Vertical Lift		34758		Platform Lift	Garaventa	
	Volunteer Landing	490 Neyland Drive, 37902	39964	20063322	Hydraulic	Montgomery	1996
	WFP – Sunsphere #1	810 Clinch Avenue, 37902	28537		Traction	ThyssenKrupp TAC 32	2020 mod
	WFP – Sunsphere #2		28538		Traction	ThyssenKrupp TAC 32	2020 mod
	WFP – Sunsphere #3		28539		Traction	ThyssenKrupp TAC 32	2020 mod
	WFP – Stair Tower	958 World's Fair Park Drive, 37902	33535	20236168	Hydraulic	ThyssenKrupp	2003

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

**4.31 UPGRADE AND IMPROVEMENT PROJECTS:**

- 4.31.1 The contractor(s) must submit to PBA within the first 30 days of the agreement a list of any deficiencies, recommended repairs and/or upgrades, and/or code violation by building and by unit.
- 4.31.2 As budgets and priorities allow, PBA may request the contractor(s) to perform certain upgrades or defined projects in order to improve the operation of certain units, provide increased dependability to users, and/or to provide safer travel for all users.
- 4.31.3 The contractor(s) must submit quotes using the quote form provided in this RFP for projects that PBA identifies.
- 4.31.4 PBA reserves the right to have project work completed by a service provider other than the one providing preventive maintenance for any unit.
- 4.31.5 The contractor(s) will make suggestions that will provide cost savings and/or efficiencies to PBA.
- 4.31.6 PBA does not guarantee any quantity of work or total project value under this agreement.

**4.32 VERTICAL PLATFORM LIFTS:** The contractor(s) must maintain provide the following services for vertical platform lifts in addition to the requirements for electric and hydraulic elevators.

- 4.32.1 Provide inspection on the following equipment and/or components to meet or exceed the Codes and Standards:
  - a. Examine all mechanical drive equipment associated with the vertical platform lifts.
  - b. Provide periodic inspections and testing of each vertical platform lift as stipulated in the ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts.

**4.33 SUPPLEMENTAL INSTRUCTIONS:**

**4.33.1** It is not necessary to return pages 1 through 26 of this RFP in your response.

**4.33.2** Pages 27 through 29 should be used as a checklist when preparing your response and should be completed and included with your submittal.

**4.33.3** Pages 30 through 58 must be completed and returned. NOTE: Each of these pages require initials in the lower right corner or signatures.

**SECTION V PROPOSAL FORMAT – PROPOSAL NUMBER 2023.013, ELEVATOR, ESCALATOR, AND LIFT SERVICES**

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

Suppliers are to use the following format for the preparation and submission of their proposals. These instructions are to ensure that submissions contain the information and documents required by PBA and that the submissions received have a degree of uniformity in presentation of the material to facilitate evaluation. Documents must be bound, and the cover must have the name and number of the Request for Proposals, the closing date of the Request for Proposals, and the supplier's company name. Failure to follow this format and/or not submitting a complete response may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the supplier.

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

**TAB I COVER LETTER**

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

**TAB II SUPPLIER INFORMATION**

- Company name, address and telephone/fax numbers, website address
- Supplier's email address
- Business Tax License (County and City, as applicable)
- Registration to do business in the state of Tennessee
- Employer Identification Number (EIN)
- 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.
- Will you allow Cooperative Purchasing as detailed in Section 1.8?
- Did you include the correct number of exact copies as detailed in Section 1.9?
- Did you include an electronic copy in a single .pdf files as detailed in Section 1.9?
- Did you register/are you registered as a vendor as outlined in Section 1.14?
- Information noting whether your company is Minority-, Women-, Veteran-Owned, Small business, or a combination thereof as detailed in Section 1.16. Include any third party or other certification supporting the company's designation(s).
- Will you accept PBA's credit card as payment as detailed in Section 1.19?
- Will you allow PBA designees to tour and inspect your facility(ies) as detailed in Section 2.22?
- Will you offer a discount for payment (e.g. volume discounts, prompt payment, EFT)? If yes, please list applicable details.
- Can your company meet any schedule and/or deadlines as stated in this RFP?
- Are you sealing your submittal documents as detailed in Section 1.23?

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

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

**TAB IV PROPOSED COSTS**

- Suppliers are to complete and include Section VI – Pricing

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

**SECTION V PROPOSAL FORMAT – PROPOSAL NUMBER 2023.013, ELEVATOR, ESCALATOR, AND LIFT SERVICES – CONTINUED**

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

**TAB V COMPANY'S QUALIFICATIONS, SERVICES, & CAPABILITIES**

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

Suppliers are to include:

- Form of business and general credentials of the company
- Number of years in business
- Number of years of experience providing the services requested in this RFP
- Suppliers should state the size of their firm, the name and nature of all direct manufacturers that your firm currently has contractual relationships with, and the location and size of your local service office.
- State the number of maintenance technicians working out of your local office that will be available to provide services to PBA, if awarded. Include resumes detailing applicable experience, years with the company, training and certifications received for each technician expected to be assigned to PBA's account. Include all fill-in personnel.
- Provide the phone number and/or email address to be used for contacting your company for service calls. State your company's protocol for dispatching technicians to resolve equipment malfunctions in our facilities. Include call-back or non-resolution issues after response.
- Copies of all certifications of persons (e.g. technicians and support staff) to be assigned to PBA's account
- Statement of knowledge and experience; highlight government experience providing the services detailed in this RFP.
- A list of major equipment owned that will be available for use under this contract, if awarded
- Copy of current State of Tennessee Contractor's license, if applicable
- Whether you intend to sub-contract any portion of the contract, if awarded

**TAB VI COMPANY'S KEY PERSONNEL**

- 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 projects. Include a resume outlining their related project accomplishments, tenure with the company, certifications achieved, and/or training completed related to the intent of this RFP.
- Suppliers should state the name of each employee expected to be assigned to PBA for project management of major repairs and upgrades, general sales, and the Area/District Manager expected to be assigned to PBA under a contract, if awarded. Include a resume outlining their related accomplishments, tenure with the company list any certifications achieved and/or training completed relevant to the intent of this RFP.

**TAB VII RESOURCES**

- Suppliers must outline their safety and/or security policy(ies).
- Suppliers must outline their technician's service checklist describing all services performed on a routine preventive maintenance visit.
- Suppliers must describe their abilities within the market to locate and purchase obsolete equipment and parts, to provide problem-solving expertise and recommendations to PBA to keep equipment functioning properly.
- Suppliers must provide an overview of their ability to provide new equipment quotes as well as manage and coordinate major repairs and upgrades. Confirm which office location will provide these services, if needed.
- Suppliers are to detail their capabilities to provide and service phone equipment for elevators. If there are additional charges for these this equipment and service, please include the costs in Section 6.2.12.

**SECTION V PROPOSAL FORMAT – PROPOSAL NUMBER 2023.013, ELEVATOR, ESCALATOR, AND LIFT SERVICES – CONTINUED**

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

- Suppliers are to provide an overview of additional measures they will provide when notified of an event at a PBA managed facility (e.g. the event on July 4<sup>th</sup> at the WFP). For example, will additional personnel be placed on call?
- Suppliers must describe how they intend to partner with PBA to improve upon the services provided by our conveyance equipment and list any value-added services the company will provide to PBA as part of this contract, if awarded. Include any cost-saving measure you are committing to providing.
- Suppliers must provide SDS on all chemical products proposed for use on PBA properties.

**TAB VIII REFERENCES**

- Suppliers must return their references as detailed in Section 3.42. The Public Building Authority of the County of Knox and the City of Knoxville, Tennessee may not be used as a reference.

**TAB IX EXCEPTIONS TO SPECIFICATIONS**

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

**TAB X ATTACHMENTS**

- Suppliers must include the fully executed Statement Concerning Conflicts of Interest Affidavit as detailed in Section 1.6.
- Suppliers must include the fully executed Iran Divestment Act Affidavit as detailed in Section 2.16.
- Suppliers must include the fully executed Non-Boycott of Israel Act Affidavit as detailed in Section 2.18.
- Suppliers must include the fully executed Drug-Free Workplace Affidavit as detailed in Section 3.15.
- Suppliers must include the fully executed FTA Affidavits for Lobbying and Suspension/Debarment as detailed in Section 3.20.
- Suppliers must include the Insurance Checklist with their proposal as detailed in Section 3.23.
- Suppliers must include a Sample invoice with their proposal as detailed in Section 3.27.

**TAB XI ADDITIONAL INFORMATION**

- Suppliers may submit additional information regarding their company and the services they offer, believe are necessary to fully provide the services, or believe would be beneficial to PBA within the context of the services requested in this RFP. NOTE: Please specify and include documentation regarding unique equipment or capabilities. Suppliers may include advertisements, letters of recommendation, awards, et cetera.

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

**SECTION VI SUPPLIER PRICING FOR PROPOSAL NUMBER 2023.013, ELEVATOR, ESCALATOR, AND LIFT SERVICES**

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

**6.1 PRICING:** Pricing will include all work, equipment, and supplies to provide preventive maintenance for elevator, escalator, and lift 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.: insurance, salaries, per diems, overhead, profit, technology fees, licenses, and vehicle costs).

FACILITIES AND EQUIPMENT	ITEM	SITE NAME AND EQUIPMENT INFORMATION	MONTHLY PM SERVICE COST
	6.1.1	City County Building - #1	\$
	6.1.2	City County Building - #2	\$
	6.1.3	City County Building - #3	\$
	6.1.4	City County Building - #4	\$
	6.1.5	City County Building - #5	\$
	6.1.6	City County Building - #6	\$
	6.1.7	City County Building - #7/Jail	\$
	6.1.8	City County Building - #8	\$
	6.1.9	City County Building - #9	\$
	6.1.10	City County Building - #10	\$
	6.1.11	City County Building – Dumbwaiter #1	\$
	6.1.12	City County Building – Dumbwaiter #2	\$
	6.1.13	City of Knoxville Public Works	\$
	6.1.14	Dwight Kessel Metropolitan Parking Garage - #1	\$
	6.1.15	Dwight Kessel Metropolitan Parking Garage - #2	\$
	6.1.16	Dwight Kessel Metropolitan Parking Garage - #3	\$
	6.1.17	Family Investment Center	\$
	6.1.18	Forensic Center	\$
	6.1.19	Fritts Lot	\$
	6.1.20	Gateway Center	\$
	6.1.21	Health Department – Main #1 (Near Auditorium)	\$
	6.1.22	Health Department – Main #2	\$
	6.1.23	Health Department – West	\$
	6.1.24	Juvenile Justice Center – Vertical Lift	\$
	6.1.25	KAT Knoxville Transit Center - #1	\$
	6.1.26	KAT Knoxville Transit Center - #2	\$
	6.1.27	KAT Knoxville Transit Center - #3	\$
	6.1.28	KAT Knoxville Transit Center – UP	\$
	6.1.29	KAT Knoxville Transit Center - DOWN	\$
6.1.30	KAT Magnolia Building	\$	

**SECTION VI SUPPLIER PRICING FOR PROPOSAL NUMBER 2023.013, ELEVATOR, ESCALATOR, AND LIFT SERVICES – CONTINUED**

**SUPPLIER’S NAME:** \_\_\_\_\_

IES AND EQUIPMENT – CONTINUED	ITEM	SITE NAME AND EQUIPMENT INFORMATION	MONTHLY PM SERVICE COST
	6.1.31	Knox Central – Passenger	\$
	6.1.32	Knox Central – Freight	\$
	6.1.33	Locust Street Garage - #1	\$
	6.1.34	Locust Street Garage - #2	\$
	6.1.35	Locust Street Garage - #3	\$
	6.1.36	Main Avenue Garage (BOA) - #1	\$
	6.1.37	Main Avenue Garage (BOA) - #2	\$
	6.1.38	Market Square Garage - North	\$
	6.1.39	Market Square Garage - South	\$
	6.1.40	Old Court House - #1	\$
	6.1.41	Old Court House - #2	\$
	6.1.42	Old Court House - #3	\$
	6.1.43	One Riverwalk Greenway	\$
	6.1.44	Regal Cinemas – Lift in Theatre #3 (49)	\$
	6.1.45	Regal Cinemas – Lift in Theatre #6 (49)	\$
	6.1.46	Regal Cinemas – Elevator #3 (40)	\$
	6.1.47	Riverwalk Garage - #1	\$
	6.1.48	Riverwalk Garage - #2	\$
	6.1.49	Riverwalk Garage - #3	\$
6.1.50	Riverwalk Garage - #4	\$	
6.1.51	State Street Garage – #1	\$	
6.1.52	State Street Garage – #2	\$	
6.1.53	State Street Garage – #3 (private floor elevator)	\$	
6.1.54	State Street Garage – #5	\$	
6.1.55	Summer Place Garage – North	\$	
6.1.56	Summer Place Tower - South	\$	
6.1.57	West Knoxville Senior Center - Elevator	\$	
6.1.58	West Knoxville Senior Center – Vertical Lift	\$	
6.1.59	Volunteer Landing	\$	
6.1.60	WFP – Sunsphere #1	\$	
6.1.61	WFP – Sunsphere #2	\$	
6.1.62	WFP – Sunsphere #3	\$	
6.1.63	WFP – Stair Tower	\$	

**SECTION VI SUPPLIER PRICING FOR PROPOSAL NUMBER 2023.013, ELEVATOR, ESCALATOR, AND LIFT SERVICES – CONTINUED**

**SUPPLIER’S NAME:** \_\_\_\_\_

**6.2 LABOR RATES:** This is for work outside the PM Service Agreement and normal repairs. Labor rates will include all work, equipment, and supplies to provide preventive maintenance for elevator, escalator, and lift 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.: insurance, salaries, per diems, overhead, profit, technology fees, licenses, and vehicle costs).

HOURLY RATES	ITEM	DISCIPLINE	SUPERVISOR	MECHANIC	HELPER	OTHER	OTHER
	6.2.1	COST PER HOUR NON-EMERGENCY NORMAL HOURS	\$	\$	\$	\$	\$
	6.2.2	COST PER HOUR NON-EMERGENCY EVENING HOURS	\$	\$	\$	\$	\$
	6.2.3	COST PER HOUR NON-EMERGENCY WEEKEND HOURS	\$	\$	\$	\$	\$
	6.2.4	COST PER HOUR EMERGENCY NORMAL HOURS	\$	\$	\$	\$	\$
	6.2.5	COST PER HOUR EMERGENCY EVENING HOURS	\$	\$	\$	\$	\$
	6.2.6	COST PER HOUR EMERGENCY WEEKEND HOURS	\$	\$	\$	\$	\$
	6.2.7	COST PER HOUR INSTALLATION / PROJECTS NORMAL HOURS	\$	\$	\$	\$	\$
	6.2.8	COST PER HOUR INSTALLATION / PROJECTS EVENING HOURS	\$	\$	\$	\$	\$
	6.2.9	COST PER HOUR INSTALLATION / PROJECTS WEEKEND HOURS	\$	\$	\$	\$	\$

MISC.	ITEM	DESCRIPTION	PRICING
	6.2.10	Cost of Bonds per \$1,000.00, if needed (for projects \$100,000.00 or more)	\$
	6.2.11	Percent discount off MSRP for parts and equipment outside PM Service Agreement. (Contractor(s) must be able to show the MSRP cost, the percent discount and the final cost to PBA).	%
	6.2.12	Please outline any other costs that PBA may incur in the course of the above-described services being provided.	

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



**ATTACHMENT A  
PBA PROCUREMENT DIVISION  
REQUEST FOR PROPOSALS NUMBER 2023.013  
PUBLIC BUILDING AUTHORITY CODE OF ETHICS**

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

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

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

**General Statement**

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

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

**Section 1. Definitions**

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

Initials \_\_\_\_\_

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

## **Section 2. Disclosure of Personal Interest in Voting Matters.**

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

## **Section 3. Disclosure of Personal Interest in Nonvoting Matters.**

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

## **Section 4. Acceptance of Money, Gifts and Gratuities.**

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

## **Section 5. Use of Information.**

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

Initials \_\_\_\_\_

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

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

## **Section 7. Use of Position or Authority.**

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

## **Section 8. Outside Employment.**

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

## **Section 9. Ethics Complaints.**

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

Initials \_\_\_\_\_

## **Section 10. Violations.**

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

## **Section 11. Applicable State Laws.**

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

## **Section 12. Bidders, Requests for Proposals, etc.**

- 12.1 Any person who submits a bid or proposal or negotiates with respect to a contract to supply goods or services ("Bidder") shall:
- (a) contemporaneously in writing advise PBA of all personal interests with (i) any Covered Person, (ii) any holder of a public office of Knox County or the City of Knoxville, (iii) any employee of Knox County or the City of Knoxville, or (iv) any agency or board of Knox County or the City of Knoxville or any officer or employee thereof; and
  - (b) contemporaneously in writing advise PBA whether there is an agreement to pay a commission to any Covered Person with an identification of such Covered Person; and
  - (c) refrain from aiding, encouraging or facilitating a violation of any provision contained in this Code of Ethics.
- 12.2 Upon receipt of such information provided pursuant to Section 12.1(a)-(b), the Ethics Officer shall review such information using the same procedures as provided in Section 9.
- 12.3 All Bidders are to understand that PBA may refuse to award a contract where, in the sole discretion of the Ethics Officer or the Board of Directors, a conflict of interest or ethical consideration is of such substance and nature as will diminish the public's confidence in the openness, fairness and honesty of actions of PBA or otherwise will violate the General Statement or any other provision contained herein.
- 12.4 A failure to disclose or otherwise comply in accordance with these standards shall be subject to any available remedy at law and shall further be subject to such sanctions as the Board of Directors may determine including but not limited to discharge or termination of contract and/or disgorgement of benefits.

Initials \_\_\_\_\_

ATTACHMENT B  
PBA PROCUREMENT DIVISION  
REQUEST FOR PROPOSALS NUMBER 2023.013

**RESOLUTION**  
**Respecting Conflicts of Interest for Employees & Contractors**  
**ADOPTED JANUARY 5, 1996**

WHEREAS, the Public Building Authority of the County of Knox and the City of Knoxville, Tennessee, has operated with informal conflict of interest rules and

WHEREAS, such informal rules have served the PBA well to this point in time, and

WHEREAS, the PBA is being called upon to perform services beyond the ownership and operation of the City County Building, and

WHEREAS, it is now deemed appropriate that certain formal standards be adopted, and

WHEREAS, it is contemplated that a disadvantage of formal standards is the inability to cover all potential situations that may arise, and

WHEREAS, in adopting written standards it is clearly the intent of the of the Board of Directors of PBA that the standards are to be understood to serve the underlying purpose of maintaining public trust and confidence in the openness, fairness and honesty of actions of PBA without narrow reliance being placed upon precise wording of the standards;

NOW THEREFORE, it is received by the Board of Directors of the Public Building Authority of the County of Knox and the City of Knoxville, Tennessee;

SECTION ONE: That the following standards of conduct are hereby established:

1. No official or employee of PBA or any family member, shall accept anything of value from any person who performs services for, or sells or supplies anything to PBA unless the same is immediately disclosed in writing to the Executive Committee. Providers of professional services under contract are not subject to this standard but are subject to Standard No. 2 and No. 3.
2. All persons who are involved on behalf of PBA in the process of awarding contracts for performance of services or supplying goods, shall disclose to the Board of Directors all economic association or kinship with the persons or principals who are under consideration for this contract.
3. No person who is involved on behalf of PBA in the process of awarding a contract shall have direct or indirect interest in the proceeds of the contract except upon full disclosure to the Board of Directors.
4. Any person who submits a bid or proposal or negotiates with respect to a contract to supply goods or services shall contemporaneously in writing advise the PBA:
  - a. Of all economic association and kinship relationship with any officer or employee of PBA, or any holder of a Knox County or the City of Knoxville public office or an employee of Knox County or the City of Knoxville, or any of their agencies or boards.
  - b. Whether there is an agreement to pay a commission to any other person with an identification of such other person.

SECTION TWO: The following procedures shall apply:

1. Upon receipt of any information or written disclosure respecting a possible conflict of interest, counsel for PBA may be directed to give written advice to PBA both with respect to any legal implications and any perceived ethical considerations implicit in the situation.
2. If the matter should involve counsel, (such as the counsel's contract to provide legal services), the Executive Committee shall consider whether to obtain independent legal advice to consider such possible conflict of interest.

Initials \_\_\_\_\_

3. All contracts which are the subject of a disclosure of information described in these standards shall be considered by the full Board. The subject disclosure and the action of the Board respecting the same shall be evidenced in the minutes of the Board of Directors.
4. All persons submitting a proposal for a contract for goods or services are to understand that the Board of Directors may refuse to award a contract where, in the sole discretion of the Board, such a conflict of interest or ethical consideration is of such substance and nature as will diminish the public's confidence in the openness, fairness and honesty of actions of PBA. A copy of this resolution will be supplied to all persons who bid or negotiate for the supplying of services or goods and all requests for proposal or bid issues by PBA shall incorporate this resolution as a condition.
5. A failure to disclose in accordance with these standards shall be subject to such sanctions as the Board of Directors may determine including but not limited to discharge or termination of contract and/or disgorgement of benefits.

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

Initials \_\_\_\_\_

**ATTACHMENT C  
PBA PROCUREMENT DIVISION  
REQUEST FOR PROPOSALS NUMBER 2023.013**

**AFFIDAVIT CONCERNING CONFLICTS OF INTEREST AND COMMISSIONS AND NON-DISCRIMINATION  
REGARDING POTENTIAL CONTRACTS WITH THE PUBLIC BUILDING AUTHORITY  
OF THE COUNTY OF KNOX AND CITY OF KNOXVILLE, TENNESSEE**

The undersigned is in the process of submitting a response to a Request for Proposals issued by the Public Building Authority of the County of Knox and City of Knoxville, Tennessee ("PBA").

The undersigned acknowledges that it has received and reviewed a copy of the PBA Conflict of Interest Policy, a copy of which is attached above.

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

The undersigned hereby certifies to PBA as follows:

1. The Response to the Request for Proposals submitted by the undersigned is not the result of, or affected by, any unlawful act of collusion with any other Person (defined below) engaged in the same line of business or commerce, or any other act prohibited by the laws, rules and regulations of the United States of America or the State of Tennessee.
2. Except as set forth below, no person involved in the submission of the proposal has any financial, business, or economic association or interest or kinship relationship with (i) any officer, director or employee of PBA, (ii) any holder of a public office of Knox County or the City of Knoxville, (iii) any employee of Knox County or the City of Knoxville, or (iv) any agency or board of Knox County or the City of Knoxville or any officer, director or employee thereof. A kinship relationship means a person's spouse, parent(s), stepparent(s), grandparent(s), sibling(s), child(ren), stepchild(ren), niece(s), nephew(s), and those similarly related to a person by marriage.
3. Except as set forth below, neither the undersigned nor any other person involved in submitting the proposal to PBA has entered into an agreement to pay, or has paid, directly or indirectly, a commission, fee or any other form of consideration to any other person in connection with the proposal submitted to PBA or any contract for services to be rendered to PBA. Furthermore, except as set forth below, neither the undersigned nor any other person involved in submitting the proposal to PBA has or will give, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind prohibited by the PBA Conflict of Interest.
4. During the performance of services pursuant to any contract with PBA, the undersigned agrees that it will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or physical impairment, except when religion, sex, national origin or physical impairment is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
5. During the performance of services pursuant to any contract with PBA the undersigned will comply with the PBA Conflict of Interest and not take, or fail to take, any action that would constitute a breach of the PBA Conflict of Interest or render this Certificate untrue.
6. For the purpose of this Certificate, the term "person" means any individual, partnership, corporation, limited liability company, trust, unincorporated association, joint venture or other entity, or a governmental body.

Initials \_\_\_\_\_

Complete for acknowledgement and agreement to comply below.

**ECONOMIC ASSOCIATION OR KINSHIP RELATIONSHIPS**

*Person/Entity*                      *Relationship*

**COMMISSIONS**

*Payee Name*                      *Payee Address*                      *Agreed Commission*

---

BY (Authorized Representative, Organization)

---

DATE

---

PRINTED NAME

---

TITLE

---

ADDRESS

SWORN TO AND SUBSCRIBED BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

---

Notary Public

My Commission Expires: \_\_\_\_\_

*(Affix seal)*



**ATTACHMENT D  
PBA PROCUREMENT DIVISION  
REQUEST FOR PROPOSALS NUMBER 2023.013  
INSURANCE CHECKLIST**

**THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS FOR ALL ITEMS LISTED BELOW.**

The contractor must provide proof of insurance prior to execution of the contract in the amount specified herein. The contractor must purchase and maintain, during the life of the contract, the following insurance, which will be written for not less than the following limits:

1. Workers' Compensation and Employer's Liability meeting the statutory limits mandated by the State of Tennessee and the federal laws.
2. Commercial General Liability Occurrence policy including coverage for Premises-Operations, Automobile Liability, Owner Hired/Non-Owner Hired, Independent Vendor, Completed Operations, Contractual Liability, and Personal and Advertising Injury:
  - a. \$1,000,000 Each Occurrence
  - b. \$2,000,000 General Aggregate
  - c. \$1,000,000 Personal & Advertising Injury
  - d. \$1,000,000 Products-Completed Operations Aggregate

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

3. The Firm must provide Liability Insurance with a limit not less than \$1,000,000 per claim per policy period, with a deductible satisfactory to PBA. Such coverage must be in effect prior to commencement of the contract and include prior-acts endorsement. The contractor(s) must maintain coverage in the same amount on a continual basis for at least five (5) years after the substantial completion of the work.
4. The contractor must purchase a Following Form Umbrella policy to provide coverage in the amount of \$1,000,000 in excess of the coverages specified in paragraphs 1 and 2.
5. All insurance policies procured by the contractor will provide for the waiver of subrogation of all claims against PBA, the City of Knoxville, Tennessee, and Knox County, Tennessee, and their respective officers, directors, agents, employees, agencies, and Instrumentalities.
6. Carrier rating shall have a BEST's rating of A-VII or better or its equivalent.
7. The contractor and/or its insurance carrier will be responsible for notifying PBA of any pending cancelation, non-renewal or material change in coverage in accordance with the policy provisions. Copy of policy provisions must be provided to PBA, if requested.
8. PBA must be listed as an Additional Insured on all policies except Automobile and Workers' Compensation. Endorsement Page(s) must be provided for each Certificate of Insurance (COI) as long as the contract is in effect.
9. The Certificate of Insurance must show the RFP or contract number and title.
10. The Certificate Holder field shall read: The Public Building Authority of the County of Knox and the City of Knoxville, Tennessee, ATTN: Procurement Manager, PO Box 2505, Knoxville, TN 37901. COIs may be emailed to [Procurement@ktnpba.org](mailto:Procurement@ktnpba.org).
11. **Insurance Agent's Statement and Certification: I have reviewed the above requirements with the contractor named below and have advised the contractor of required coverage.**

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Authorizing Signature

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

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Authorizing Signature

ATTACHMENT E  
PBA PROCUREMENT DIVISION  
REQUEST FOR PROPOSALS NUMBER 2023.013  
AFFIDAVIT OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT  
TENNESSEE CODE ANNOTATED, SECTION 12-12-106

Comes \_\_\_\_\_, for and on behalf of  
*(Printed name of Principal Officer of Company)*

\_\_\_\_\_, (the "Company") and, after being duly authorized by the  
*(Printed name of Company)*  
Company so to do, makes oath that:

By submission of this proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to the Iran Divestment Act, T.C.A. § 12-12-106.

\_\_\_\_\_  
Signature of Principal Officer

\_\_\_\_\_  
Title of Principal Officer

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My commission expires: \_\_\_\_\_

*(Affix Seal)*

ATTACHMENT F  
PBA PROCUREMENT DIVISION  
REQUEST FOR PROPOSALS NUMBER 2023.013  
AFFIDAVIT OF COMPLIANCE WITH  
NON-BOYCOTT OF ISRAEL  
ACT  
TENNESSEE CODE ANNOTATED, SECTION 12-4-119

Comes \_\_\_\_\_, for and on behalf of  
*(Printed name of Principal Officer of Company)*

\_\_\_\_\_, (the "Company") and, after being duly authorized by the  
*(Printed name of Company)*  
Company so to do, makes oath that:

By submission of this proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tennessee Code Annotated § 12-4-119. Each supplier and each person signing on behalf of any supplier further certifies that each supplier is not on the list created pursuant to Tennessee Code Annotated (TCA) § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

\_\_\_\_\_  
Signature of Principal Officer

\_\_\_\_\_  
Title of Principal Officer

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My commission expires: \_\_\_\_\_

*(Affix Seal)*

**ATTACHMENT G**  
**PBA PROCUREMENT DIVISION**  
**REQUEST FOR PROPOSALS NUMBER 2023.013**  
**TENNESSEE CODE ANNOTATED TITLE 50 EMPLOYER AND EMPLOYEE**  
**CHAPTER 9 DRUG-FREE WORKPLACE PROGRAMS**  
Current through the 2021 First Extraordinary and the 2021 Regular Sessions

**§ 50-9-101**

**(a)** It is the intent of the general assembly to promote drug-free workplaces in order that employers in this state be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace and reach their desired levels of success without experiencing the costs, delays and tragedies associated with work-related accidents resulting from drug or alcohol abuse by employees. It is also the intent of the general assembly that employers obtaining certification as a drug-free workplace under rules promulgated by the bureau should be able to renew that certification on an annual basis without requiring repeated annual training of existing employees; provided, however, the employer certifies on a form prescribed by the bureau that all existing employees have undergone training at least once and have acknowledged annually in writing the existence of the employer's drug-free workplace policy. It is further the intent of the general assembly that drug and alcohol abuse be discouraged and that employees who choose to engage in drug or alcohol abuse face the risk of unemployment and the forfeiture of workers' compensation benefits.

**(b)** If an employer implements a drug-free workplace program in accordance with this chapter, which includes notice, education and procedural requirements for testing for drugs and alcohol pursuant to rules developed by the division, the covered employer may require the employee to submit to a test for the presence of drugs or alcohol and, if a drug or alcohol is found to be present in the employee's system at a level prescribed by statute or by rule adopted pursuant to this chapter, the employee may be terminated and forfeits eligibility for workers' compensation medical and indemnity benefits. However, a drug-free workplace program must require the covered employer to notify all employees that it is a condition of employment for an employee to refrain from reporting to work or working with the presence of drugs or alcohol in the employee's body and, if an injured employee refuses to submit to a test for drugs or alcohol, the employee forfeits eligibility for workers' compensation medical and indemnity benefits.

Acts 1996, ch. 944, § 50; 1997, ch. 533, § 17; 2016, ch. 1056, § 3.

TENNESSEE CODE ANNOTATED

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**§ 50-9-113 State and local government construction contracts**

**(a)** Each employer with five (5) or more employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that the employer has a drug-free workplace program that complies with this chapter, in effect at the time of the submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contract or award a contract for construction services with an employer who does not comply with this section.

**(b)** If it is determined that an employer subject to this section has entered into a contract with a local government or state agency and the employer does not have a drug-free workplace pursuant to this section, the employer shall be prohibited from entering into another contract with any local government or state agency until the employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then the employer shall be prohibited from entering into another contract with any local government or state agency for not less than three (3) months from the date the violation was discovered and verified and shall be prohibited from entering into another contract until the employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then the employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date the violation was discovered and verified and shall be prohibited from entering into another contract until the employer complies with the drug-free workplace program pursuant to this section.

**(c)** A written affidavit by the principal officer of a covered employer provided to a local government at the time the bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with this section.

**(d)** For the purposes of this section, "employer" does not include any utility or unit of local government. "Employer" includes any private company or corporation.

Acts 2000, ch. 918, §§ 1, 2.

TENNESSEE CODE ANNOTATED

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Initials \_\_\_\_\_

**ATTACHMENT H  
PBA PROCUREMENT DIVISION  
REQUEST FOR PROPOSALS NUMBER 2023.013  
AFFIDAVIT OF COMPLIANCE WITH  
DRUG-FREE WORKPLACE PROGRAM**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with The Public Building Authority of the County of Knox and the City of Knoxville, Tennessee to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further, Affiant saith not.

\_\_\_\_\_  
Signature of Principal Officer

\_\_\_\_\_  
Title of Principal Officer

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My commission expires: \_\_\_\_\_

*(Affix Seal)*

**ATTACHMENT I  
PBA PROCUREMENT DIVISION  
REQUEST FOR PROPOSALS NUMBER 2023.013  
REFERENCES**

**SUPPLIER NAME:** \_\_\_\_\_

Supplier must submit a list of up to 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.

Reference # 1

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

Reference #2

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

Reference #3

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

**ATTACHMENT J**  
**PBA PROCUREMENT DIVISION**  
**REQUEST FOR PROPOSALS NUMBER 2023.013**

SUPPLIER NAME: \_\_\_\_\_

**Equipment List – only include equipment and resources that will be made available to PBA under this Contract, if awarded**

Quantity of Resources or Equipment	Equipment or Resource	Age	Condition

NOTE: Attach additional pages if necessary.

**ATTACHMENT K  
PBA PROCUREMENT DIVISION  
REQUEST FOR PROPOSALS NUMBER 2023.013**

A. Federal Transportation Administration Clauses

1. Add the following FTA Terms, Conditions and Required Submittals

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

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

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

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

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

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

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

The following access to records requirements apply to this Contract:

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

Initials \_\_\_\_\_



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

**e. Federal Changes.**

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

**f. Termination.**

- i. The Public Building Authority may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the Public Building Authority terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the Public Building Authority, and the Public Building Authority shall have no further or other obligations to the Contractor: (a) The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.
- ii. The Public Building Authority may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform any of the other material provisions of the contract as determined by the Public Building Authority, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure. If the contract is terminated in whole or in part for default, the Public Building Authority may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those terminated. If the contract is terminated in whole or in part for default, the Public Building Authority may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those terminated.
- iii. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Public Building Authority.
- iv. The rights and remedies of the Public Building Authority provided in this clause shall not be exclusive and are in addition to any other right and remedies provided by law or under this contract.

Initials \_\_\_\_\_

**g. Civil Rights Requirements.**

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

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

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

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

- 5) Voluntarily excluded from participation in any federally assisted Award; or
  - 6) Disqualified from participation in any federally assisted Award.
- ii. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

**k. Breaches and Dispute Resolution.**

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

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

**l. Lobbying.**

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

**m. Clean Air and Clean Water Act Requirements.**

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

The Contractor agrees:

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

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

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

**o. Safe Operation of Motor Vehicles**

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

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

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

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

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

q. **Conformance with ITS National Architecture**

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

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## FTA Terms and Conditions

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

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ATTACHMENT L  
PBA PROCUREMENT DIVISION  
REQUEST FOR PROPOSALS NUMBER 2023.013

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name of Contractor's Authorized Official

\_\_\_\_\_  
Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



**ATTACHMENT M  
PBA PROCUREMENT DIVISION  
REQUEST FOR PROPOSALS NUMBER 2023.013  
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name of Contractor's Authorized Official

\_\_\_\_\_  
Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

ATTACHMENT N  
PBA PROCUREMENT DIVISION  
REQUEST FOR PROPOSALS NUMBER 2023.013  
QUOTE FORM FOR ELEVATOR, ESCALATOR & LIFT PROJECTS



Elevator, Escalator, and Lift Services Project Quote Form

Date: \_\_\_\_\_ Contractor: \_\_\_\_\_ Job Location: \_\_\_\_\_

Unit Number: \_\_\_\_\_ Description/Scope: \_\_\_\_\_

**Labor Cost:** Provide an itemized labor cost based on Contracted rates.

Labor Type (e.g. Supervisor, Mechanic, Helper)	Scheduled Shift (e.g. Non-Emergency Regular Hours, Non- Emergency Outside Regular Hours)	Number of Hours	Labor Rate per Hour	Total Labor Cost
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>TOTAL LABOR COST</b>				\$

**Material Cost:** Provide an itemized cost of materials (e.g. parts, supplies, and permits).

Equipment to be Replaced or Material Type	Contractor's Cost	Percent Discount off MSRP	Total Item Cost for PBA
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
<b>TOTAL MATERIAL COST</b>			\$
<b>Miscellaneous Items</b>			<b>Total Item Cost for PBA</b>
			\$
<b>Cost of Bonds, if applicable</b>			\$
<b>TOTAL MISCELLANEOUS COST</b> (Attach backup information, if necessary)			\$

**Total Project Cost:** Attach supporting documentation, if applicable. \$ \_\_\_\_\_

Estimated number of days to complete project \_\_\_\_\_ Quote good for \_\_\_\_\_ days

Company Representative \_\_\_\_\_ Date you can start project \_\_\_\_\_  
Signature

Please contact PBA Procurement at 865.215.4630 if you have any questions.