



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

**REQUEST FOR PROPOSALS**

**Parking Management Services**

**RFP 2025.003**

Issued July 11, 2024

PBA is requesting submissions of proposals from a vendor or team of vendors that would provide parking citation and permit management solutions, mobile payment solutions (for both on- and off-street parking), and multi-space parking meters equipment and supplies on behalf of the City of Knoxville. PBA intends to award a contract or contracts to perform some, or all these services.

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

**Monday August 5, 2024**

SUBMIT PROPOSALS TO:  
THE PUBLIC BUILDING  
AUTHORITY  
PROCUREMENT OFFICE  
SUMMER PLACE  
505 SUMMER PL.  
KNOXVILLE, TENNESSEE 37902

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

**Table of Contents**

**SECTION 1. INTRODUCTION & INSTRUCTIONS..... 3**

**SECTION 2. SCOPE OF WORK ..... 7**

**SCOPE A.....7**

**SCOPE B.....13**

**SCOPE C.....17**

**SCOPE D.....27**

**SECTION 3. GENERAL TERMS & CONDITIONS.....36**

**SECTION 4. STANDARD CONTRACT INFORMATION .....39**

**SECTION 5. PROPOSAL FORMAT AND CONTENT.....49**

**SECTION 6. EVALUATION CRITERIA AND CONTRACTOR SELECTION.....54**

**SECTION 7. GENERAL PROCESS .....56**

**SECTION 8. ATTACHMENTS AND FORMS .....59**

## SECTION 1. INTRODUCTION & INSTRUCTIONS

### 1.1 Statement of Intent

The Procurement Office of the Public Building Authority of the County of Knox and the City of Knoxville, Tennessee (hereinafter “PBA”) is requesting submissions of proposals from responsible, professional parking management firms to provide a parking citation management system, permit management solutions, mobile payment solutions (both on and off-street parking), multi-space parking meter equipment and supplies, and mobile license plate recognition enforcement system for the City of Knoxville. PBA intends to award a contract or contracts to perform some, or all these services. PBA intends to award a contract for the term of one (1) year with (4) optional one-year renewals, for a possible total of five (5) years.

### 1.2 RFP Timetable

RFP Release Date.....	July 11, 2024
Preproposal Conference.....	July 25, 2024
Questions Deadline.....	July 26, 2024
Submission Deadline.....	August 5, 2024
Anticipated Award Date.....	August 21, 2024

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

### 1.3 Background

PBA manages parking lots, garages, and on street enforcement on behalf of the City of Knoxville (“City”) and Knox County. The City has a robust parking program that includes significant on- and off-street parking inventory with a combination of paid and time-limited parking. The dynamics in downtown are changing due to development, visitor demographics, and overall use of evolving technologies that impact parking demand. As changes occur, the modernization of the tools needed to control and manage the parking inventory has become more important to operate the parking system efficiently and effectively.

### 1.4 Prior Experience

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

- Have at least ten (10) years of relevant experience. Offerors must provide proof that they have provided services similar in scope for at least five (5) consecutive years prior to the issuance of this RFP
- Continuously worked with equipment manufacturer, including providing installation and/or service, for a minimum of three (3) years.
- Similar system or system integration installed in three (3) or more parking systems of similar size and complexity.

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

### **1.5 Required Review**

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

Comments concerning defects, questionable or objectionable material, and restrictive or ambiguous specifications should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

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

### **1.6 Oral Interpretation/Instruction**

No oral interpretation will be made to any supplier regarding the meaning of specifications. All questions regarding this RFP are to be submitted in writing or electronically (email) and will be answered in the form of an Addendum to the solicitation by the PBA Procurement Office.

### **1.7 Questions Prior to Deadline**

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

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

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

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

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

### **1.8 Supplier Registration**

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

Registration may be completed online at <https://www.ktnpba.org>, select the Register as a Vendor link to complete the registration process. There is a link for a "How To" guide on the website for your reference. If you have any questions, please contact the procurement representative listed on the cover page of this document.

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

## 1.9 Electronic Submission

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

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

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

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

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

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

Click on the applicable solicitation and follow the prompts to upload and submit the electronic files. Proposals must be submitted as **two (2) separate files**. One file will be the proposal as outlined in Section 5 (without the Cost Proposal) and the second file will be the Cost Proposal (Attachment B). Should you need to merge multiple documents into one PDF (for the file without the Cost Proposal), please utilize Google to download a free software intended for merging pdf documents.

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

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

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

## 1.10 Hard Copy Submission

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

If submitting a hard copy proposal, Offerors must submit their proposal to the procurement representative in a sealed package. Offerors must time and date stamp the envelope/box before submitting their

response to the procurement representative. The Procurement Office's timeclock will become the official record of time.

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

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

PBA Procurement Office  
Attention: BRITTANY DANIELS  
Request for Proposal (RFP) Number: 2025.003

FIRM'S NAME: NAME OF FIRM

RFP Title: PARKING MANAGEMENT SERVICES

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

PO BOX 2505  
KNOXVILLE, TN 37901

### 1.11 Amendments to the RFP

PBA reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or addenda as it may deem appropriate.

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

### 1.12 Preproposal Conference/Teleconference

A pre-proposal conference/teleconference will be held at **10:00 AM**, Eastern Standard Time, on **JULY 25, 2024** in the **G150** conference room of the **SUMMER PLACE** building in KNOXVILLE, Tennessee. The purpose of the CONFERENCE /TELECONFERENCE is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. All questions raised during the meeting will be posted along with the answers on the PBA website as an Addendum to the RFP, as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

Participants may dial into the meeting using the following number:

Microsoft Teams Meeting ID 272 310 532 986 and Passcode is AJYhX4. If you would like an email invitation with the Join the meeting now link, please reach out to the procurement specialist for this solicitation.

### **1.13 Alternate Proposals**

PBA will accept alternate proposals.

### **1.14 News Releases**

As a matter of policy, PBA does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of PBA.

### **1.15 Acceptance**

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

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

### **1.16 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.

### **1.17 Inclement Weather & Closures**

During periods of closure due to inclement weather or other unforeseen circumstances in Knox County or closures at the direction of PBA's Administrator/CEO, the Procurement Office will enact the following procedures regarding solicitations and closures:

- If the Administrator/CEO closes the administrative offices prior to the time set for a solicitation opening/closing on any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances will be at the sole discretion of PBA's Director of Finance.
- PBA will not be liable for any commercial carrier's decision regarding deliveries during inclement weather or any other unforeseen circumstances.

## **SECTION 2. SCOPE OF WORK**

Suppliers may respond to one component of this RFP, more than one component, or partner with other suppliers for a response. There is no limit to the number of responses a supplier can provide for the four scopes. PBA/City's anticipated substantial completion date for all equipment installation and software implementation is December 31, 2024. Suppliers must indicate in their submittal if this is an attainable timeline. If this is not an attainable timeline, suppliers must provide the proposed timeline

### **2.1 Scope of Work- Scope A: Parking Citation Management System**

Scope A includes the provision of all material, labor, equipment, services, and training necessary to furnish and install a fully integrated on-line, real-time, parking citation management system functioning in

the manner described herein. Suppliers will supply up to twenty (20) parking enforcement handheld units as approved by PBA/City.

**2.1.1** System design characteristics must integrate with the City’s parking meter and PbC systems for enforcement, appeals, and financial reporting. The system must be readily expandable to accommodate additional parking facilities, features, and configurations and be able to add booting.

**2.1.2** Administrative:

- a)** Integrate with the City’s parking meter and PbC systems for citation management and financial reporting.
- b)** Hosted environment must have an off-site secure backup location.
- c)** Log and track all user activity within the system and generate audit reports on user activity
- d)** PBA/City will have complete ability to add to, delete from, or revise the passwords that are established by the network administrator. The password system must include the provision of logging the event and user’s name each time a password is used to gain access to or within the system.
- e)** Utilize protocols and passwords that prevent unauthorized access to software and hardware and manipulation of data and reports, including individual transactions.
- f)** Include multiple levels of access authorization to all operational, administrative, and reporting functions and provide the following security features:
  - Define individual user and group-based security.
  - Ability to assign a unique user ID and password for each person authorized to use the system.
  - Ability to establish an expiration period for passwords and periodically change that password for each authorized user ID.
  - Ability to disable a user ID following successive log-on failures exceeding a specific limit.
  - Ability to view and report user and group-level security rights and create user-defined fields.
  - Ability to de-activate codes from former users and internal and external customers.
  - Audit trail and report creation when an authorized change and/or update occurs, of which includes the following: Date and time of the change, record of change made, username of the individual making the change, record of data modified or changed (prior to change), and file identities and record count.
- g)** Ability to query database by name, vehicle, license plate, citation number, appeal number, facility, or event.
- h)** TN DMV Interface for Registered Owner Information and Holds. Proposer must have the ability to retrieve registered City data from the DMV of Tennessee.
- i)** Allow for automatic scheduling of tasks (e.g., updating customer information from data imports).
- j)** Allow for customizable screen views for different user’s job tasks.
- k)** Email management

- 
- Ability to schedule auto-generated emails.
  - Ability to monitor and audit outgoing email batches, bounce backs, etc.
  - HTML and TEXT email capabilities, with unlimited characters within the body of the email.
  - Ability to incorporate graphics or images within email body.
  - Ability to attach files (including PDF) to email.
  - Ability to send email directly from customer account page.
- l)** Letter and statement management
- Custom letters and statements that can be mailed, emailed, or uploaded to customers.
  - Citation and hearing letters with responsible party, fee, citation, and hearing information.
  - Auto-generate/pre-schedule outstanding citation letters and transfers to the City's adjudication process.
  - Auto-generate letters based on pre-programmed rules (i.e., number of days for outstanding citation, number of citations, amount owed, etc.).
- m)** Ability to create and issue citations via handheld device.
- n)** Ability to create unique citation types with violation description.
- o)** Ability to set and adjust citation violation fines.
- p)** Ability to create custom fields on citation, including dropdown menu for public comments, private comments, etc.
- q)** Ability to attach an image to the citation. Citation images must be available for the customer to view when logged into their account.
- r)** Issued citations automatically stored in sortable, searchable database.
- s)** Ability to transfer unpaid citations to a third party (i.e., collections agency)
- t)** Ability for customers to appeal citations online or via email:
- Ability to attach up to three (3) supporting documents (jpeg, pdf, etc.).
  - Throughout the adjudication process the citation can be upheld, fine reduced, overturned, or reduced to a warning.
- u)** Ability to save, edit, download, and schedule queries.
- v)** Reports:
- Available online and on demand for PBA/City personnel who have proper password access.
  - Viewable, printable, and exportable from the GUI.
  - Ability to pre-program reports to run, print, and be emailed to desired recipients.
  - Data compiled in an ODBC compliant database with the ability to prepare custom reports using the PARCS data including Microsoft Excel, at a minimum, via a comma-separated-value file format.

- Sortable by all fields.
- Provide the proposer's standards reports including report descriptions, selectable data fields, and report layouts for all standard reports.
- Coordinate with PBA/City as required during the system design to address specific reporting needs. At a minimum, reports provided shall include: Citations by date, time, location, issuer, violation type, and license plate; paid and unpaid citations; citation status; cash drawer activity; transaction reports by cashier; cashier reconciliation reports; credit card transactions; and accounts receivable.
- Transfer existing custom reports to new system as required by PBA/City. PBA/City and proposer to coordinate report design and finalize customer reports prior to expiration of the warranty period.

### 2.1.3 Customer Accounts

- Unique account number per customer
- Unlimited number of user-defined fields
- Ability for customer to prioritize data (multiple addresses, vehicles, phone numbers, etc.)
- Ability to flag customer accounts or fields (VIP, no checks, contact supervisor, etc.)
- Ability to archive inactive customers
- Ability to merge customer accounts when duplications occur
- Ability to create group accounts
- Ability to identify and monitor scofflaw or be on the lookout (BOLO) accounts

### 2.1.4 Credit Card Processing

- All applications and software that provide the ability to process Card Not Present transactions as defined by the PCI Council must be listed on the VISA Level-1 Service Provider Registry.
- Real-time payment processing
- Ability to identify all credit card payments by type of credit card
- PBA/City will be the Merchant of Record (MOR) for parking citation payments.
- Accept the following card types: VISA; MasterCard; American Express; Discover; and Bank-Issued Debit Cards, with any of the previously mentioned card brand affiliations, accepted as a credit card.
- Ability to create and print receipts.
- Utilize credit and debit card acceptance hardware, software, and other system components that are PCI DSS and EMV compliant.
- Credit card gateway to be part of PCI P2PE as listed on the PCI-SSC website and VISA Level-1 Service Provider as listed on the VISA website.
- Credit card authorization in real time
- Maximum average authorization time for credit card transactions to be ten (10) seconds.
- Provide "store and forward" feature only when the communication network is down, or not available and credit card payments cannot be authorized in online mode.
- Identify all required additional services necessary for processing and the associated costs.

**2.1.5 Data Storage, Access, and Ownership- PBA/City will:**

- Own all data collected, processed, and analyzed by the supplier.
- Have access to all digitally stored data at all times.
- At its sole discretion, may grant access to the data to a third party.
- The supplier may not use data collected for purposes other than fulfillment of the agreement without the approval of PBA/City.

**2.1.6 Operation Systems and Software Licenses**

- All office computers used by the supplier for the fulfillment of the agreement shall use Operating Systems (OS) that are licensed and within the OS's interval of mainstream support.
- The installation of OS service packs, updates, and patches must be scheduled and performed with minimal impact upon the enforcement operation.
- In the event of critical OS failures, the supplier shall, at its own expense, restore and replace the system.
- All software used by the supplier during the term of the contract shall be licensed on behalf of PBA and the City.

**2.1.7 Enforcement Handheld Ticket Writing Devices**

**2.1.7.1** Suppliers will recommend their preferred brand of enforcement handhelds and describe the pros and cons of such unit in their submitted operational plan.

**2.1.7.2** Handheld devices need two-way communications to enable enforcement officers to receive data directly from SSM and MSM software, PbC software, and other back-end management systems.

**2.1.7.3** All citation information must be sent in real time from the handheld to the central database and is available immediately as opposed to a batch mode process.

**2.1.7.4** Devices must be able to capture digital photographs for proof of violation, reduced adjudication, and improved compliance.

**2.1.7.5** Citation design and language to be approved by PBA/City.

- Ticket numbers print in an easily readable format
- Accommodate preprinted and free-form printing

**2.1.7.6** Minimal Fields:

- Unique ticket number (automatic entry)
- Issue date (automatic entry)
- Issue time (automatic entry)
- Vehicle Information: Registration number and/or VIN, vehicle make (write-in option if needed), vehicle color, vehicle model (write-in option if needed), and State/Province for license plate number.
- Location
- Zone
- Time Limit

- Parking meter number
- Route
- Issuing PEO name and badge number
- Violation Identification Code
- Fine amount
- PEO notes
- Public and private comments

#### **2.1.7.7 Other required features**

- Clearly readable screen in direct sunlight and after exposure to direct sunlight.
- Display and/or display keys must have adjustable lighting to facilitate use after dark or whenever low lighting conditions exist.
- Provide date and time stamps for all operational features.
- Internal clock synchronizes on a daily basis with the host software.
- Daylight savings/standard time changes shall be automatically reflected.
- Provide group mode function for automated repetition of data for multiple violations in the same location or for the same violation- to hasten the issuance process.
- Accommodate incident and trouble reporting in the field, such as broken parking meters, missing signs, etc.
- Provide printable end of shift summary
- Operating temperature range of 0 F to +120 F and to 95% RH.

#### **2.1.8 Training**

**2.1.8.1** Develop and implement a comprehensive training program for authorized personnel.

**2.1.8.2** Design the curriculum so that each group is trained in the full repertoire of the system commands that may be used in the course of performing designated functions.

**2.1.8.3** Schedule training no more than two weeks prior to use of equipment.

**2.1.8.4** Include lectures, visual presentations, hands-on operation of equipment, and any materials necessary to perform the job. Provide each trainee with a complete set of training materials and operating manuals during training session, to be kept for use on the job at completion of training.

## **2.2 Deliverables for Scope A**

The contractor will be required to provide the following deliverables:

**2.2.1** Data platform for citations, both past and future; past data available in .csv format

**2.2.1.1** Current issued citations are approximately 35,000 annually.

**2.2.2** Handheld mobile enforcement equipment

**2.2.3** Enforcement management and analytics

**2.2.4** Citation payment portal**2.2.5** Citation collections and follow-up, including interface with NLETS and TN DMV**2.2.6** Permit management platform**2.2.6.1** Accommodate off-street and on-street permit programs**2.2.6.2** Accommodate residential permit programs**2.2.6.3** On-line customer account management**2.2.7** Sixty (60) days prior to go-live date, meet with PBA and City designees to review implementation, phasing, and migration plan.**2.3 Scope of Work- Scope B: Pay-by-Cell Phone Payment System (PbC)**

Scope B includes the provision of all material, labor, equipment, services, and training necessary to implement and maintain a hosted, integrated, online, real-time, pay-by-cell phone payment system functioning as described herein. Integrations must be coordinated with MSM vendor, LPR vendor, and Citation Management vendor.

**2.3.1** System Description:

- a) Provide system to process payments for end-users by phone and mobile application as part of the paid parking system.
- b) Integrate with PBA/City's parking meter system.
- c) Integrate with PBA/City's citation management system.
- d) Integrate with PBA/City's handheld enforcement system.
- e) Provide reporting of payment activity over time
- f) Serve as Merchant of Record for credit card processing.

**2.3.2** Design Criteria

- a) Accuracy: Provide the following minimum accuracy levels.
  - Fee calculation: 100%
  - Revenue amounts: 100%
- b) Future System Expansion
  - Expand system to include parking garages and off-street parking lots.
  - Add payment options such as QR codes, NFC, RFID PayPal, Google Wallet, Apple Pay, etc.
  - Integrate with Automated License Plate Recognition system (ALPR).

**2.3.3** PbC Payment System

- a) Hosted system, requiring identification and authentication to access and operate.
- b) Provide online password-protected portal for registered end-users:
  - Create and manage accounts, including access credentials, payment information, vehicle, and personal information.
  - View and/or print transactions, including location, license plate, date, time, and amount.

- 
- Customer registration is available 24/7/365 via phone call, app, or web page.
  - Customer may purchase parking immediately upon successful registration.
  - Toll-free customer support available 24/7/365.
  - No unrequested communication with the customer allowed (unless required to maintain the use of the account).
  - No customer information may be shared with or sold to any entity, and must be returned to PBA/City, with all other copies destroyed at the conclusion of the contract.
  - PbC terms and conditions and/or end-user agreement must be pre-approved by PBA and City designee(s).
  - PbC services and fees above and beyond posted parking fees must be preapproved by PBA and City designee(s).
- c)** Provide online, password protected portal for administrative users:
- Create and manage accounts, including access credentials for administrative staff.
  - View customer registration records.
  - View reports.
  - Manage parking zones by block face or geographic area.
  - Manage rate structures and application to parking zones.
- d)** PbC sample operating sequence:
- Customer calls designated PbC phone number or accesses smartphone app.
  - System prompts customer to identify location.
  - System prompts customer to select duration of stay or payment amount.
  - System accepts payment via stored, touchtone, or app input payment card data.
  - System confirms purchase.
  - Customer receives notification of impending time expiration and option to extend purchase (if within parking rules).
- e)** Allow the purchase of additional time (if within parking rules)
- f)** Allow for prepayment of parking (i.e., pay at 7 am for parking session starting at 8 am).
- g)** Hours, rates, and locations of paid parking operation are subject to change and at the discretion of PBA/City. Changes must be implemented within three (3) business days.
- h)** Rate structure to be established by PBA/City. Capability for:
- Graduated hourly rates
  - Day, evening, night, and weekend rates
  - Weekly and monthly permit rates
  - Grace periods (i.e., 15 minutes free)
  - Flat rates for events
  - Holiday rates
  - Residential rates
  - Programmable time slots as small as ten minutes
  - User defined maximums (2-hour, 4-hour, 12-hour, 24-hour, etc.)
  - Submit the minimum number of programmable time slots per day and per week.
  - Automatic adjustment for daylight saving time and leap year in fee calculations.
- i)** Credit Card Processing:
- All applications and software that provide the ability to process Card Not Present transactions are defined by the PCI Council must be listed on the VISA Level-1 Service Provider Registry.
  - Real-time payment processing.
  - Ability to identify all credit card payments by type of credit card

- Accept the following cards: VISA, MasterCard, American Express, Discover, Bank-Issued Debit Cards with any of the previously mentioned card brand affiliations, accepted as a credit card.
  - Ability to create and send FACTA-compliant receipts via SMS or email.
  - Supplier must be the Merchant of Record.
  - All credit card system components must be compliant with PCI-DSS and EMV.
  - Credit card gateway to be part of PCI P2PE as listed on the PCI-SSC website and VISA Level-1 Service Provider as listed on the VISA website.
- j)** Integrate with PBA/City’s parking meter provider and PBA/City’s Citation Management System provider for enforcement and financial reporting.
- k)** Payment data uploaded in real-time:
- License plate
  - Time of Purchase
  - Location/zone
  - Dollar amount
  - Expiration time
  - Payment method
- l)** Provided unlimited web-based password-protected role-based accounts for PBA/City, including options for read-only accounts, enforcement accounts, and administrative accounts.
- m)** Notify PBA/City via email and phone of any system errors or service interruptions and provide at a minimum:
- Nature of error or interruption
  - Scope of error or interruption
  - Estimated time to return system to normal operation
  - Available workarounds
  - Notification for planned outages be made at least seven calendar days prior to outage.
- n)** Provide a pro-rated credit to any non-transactional service fees for any error or unplanned outage preventing normal use of the system and occurring for more than four consecutive hours.
- o)** Provide system up-time of 99.9%.
- p)** Reports:
- All reports downloadable in pdf, excel, and csv file formats.
  - All reports sortable by all fields.
  - Minimum Reports:
    - Transaction Report- A listing of each transaction including and sortable by time/date/day of week, duration, payment amount, card type, customer, plate number, and location/zone.
    - Total transactions processed: hourly, daily, weekly, monthly, annually, associated rate stratification, associated revenue, and searchable by date and time.
    - Exception transactions, including date, amount, customer, plate, and disposition.
    - Refunds, including date, amount, customer, plate, and reason.
    - Customer service requests: number per day, type, customer, and disposition.
    - Daily and monthly financial reconciliation reports.
- q)** Provide adequate marketing signage and adhesive stickers to promote and advise customers to utilize supplier’s PbC services. PBA/City to approve design and colors.

- Utilize 18” by 24” reflective, rigid aluminum signs

#### **2.3.4 Field Quality Control**

##### **2.3.4.1 Provide an Acceptance Testing plan to demonstrate the functionality of the system:**

- Include demonstrations of compliance with all specifications, contractual compliance definitions of all test objectives, participant responsibilities, documentation of tests and procedures for dealing with failures during the test.
- Confirm that all specified features are provided and fully operation before Acceptance Testing.
- Notify PBA/City in writing at least one week prior to the official test session. If a test is not successful, correct noted deficiencies and advise PBA/City at least two days in advance, that the test session is ready to resume.
- PBA/City designee my witness tests.

##### **2.3.4.2 Passing Acceptance Testing, even if performed in the presence of PBA/City, does not relieve the supplier of the responsibility to provide a system in accordance with the specifications.**

##### **2.3.4.3 Promptly correct all problems encountered at no cost to PBA/City.**

## **2.4 Deliverables for Scope B**

The contractor will be required to provide the following deliverables:

- 2.4.1** After go-live date, PBA/City will conduct an operational test for thirty (30) days. The system must be fully operational for the complete monthly reporting cycle. For each down-time period of between one hour and eight hours, or programming problems that delay the report cycle, two days will be added to the test duration. All reports must correlate 100% with credit card reconciliation.
- 2.4.2** Fully instruct PBA and City’s personnel in the operation of the system.
- 2.4.3** Coordinate scheduling of on-site and in-person instructional classes with designated personnel to avoid conflicts and peak-period personnel demands.
- 2.4.4** Submit a proposed instruction schedule prior to equipment installation. PBA/City will tentatively approve or suggest changes to the training schedule.
- 2.4.5** Ample time should be allotted within each session for the instructor to fully describe and demonstrate all aspects of the PbC system and allow participants to have hands-on experience.
- 2.4.6** All instruction courses will consist of classroom instruction and actual “hands-on” experience. Classes will be set up in a room designated by PBA/City.
- 2.4.7** Provide experienced instructors that speak fluent English in a clear, precise manner.
- 2.4.8** Provide all documentation required for instructing PBA/City personnel. The PBA/City retains the right to copy training materials as frequently as required for ongoing internal use only.

**2.4.9** Provide an instructional notebook or user's manual to accompany every instruction course. Submit a hard copy and electronic version of all manuals (operation and maintenance) written in common English with appropriate photos, diagrams, and schematics to supplement the text.

**2.4.10** Provide reporting of payment activity over time.

## **2.5 Scope of Work- Scope C: Pay-by-Plate Multi-Space Parking Meter (MSM)**

Scope C includes the provision of all material, labor, equipment, services, and training necessary to furnish and install a fully integrated, online, real-time, multi-space parking meter system functioning as described herein.

### **2.5.1 System Description:**

- a) MSM- Initial estimate for 5-20 units
- b) CMS
- c) LPR System Integration
- d) PbC System Integration
- e) Citation Management System Integration
- f) All necessary components and materials for a complete and functioning turnkey MSM system as identified in this specification.

### **2.5.2 Design Criteria**

**2.5.2.1 Accuracy:** Provide the following minimum accuracy levels. Calculate accuracy by dividing the accurate counts/calculations by all counts/calculations.

- Fee Calculation: 100%
- Revenue amounts: 100%
- Data received and accepted by computer system as valid: 100%
- Data transmission: Less than one message re-transmission per hour.

**2.5.2.2 Equipment Construction:** Design and construct all components and equipment with the following:

- Durable vandal and weather resistant cabinets, which maintain finish, look, integrity and functionality in the environment in which installed for a period of ten (10) years.
  - Mounting holes accessible only from inside of cabinets
  - Hinged cabinet doors that swing clear of bollards, walls, columns, and any other obstructions
  - Modular internal components, to extent practical, for easy maintenance and replacement
  - Able not be relocated without damaging aesthetics or performance of equipment
- Control logic and communication capability as necessary and required herein.
- Compatible communication ports for all communications and connections.
- Crystal controlled time clock/calendar that is updated at least once daily by CMS and accurate to one minute per ninety days for all primary components.
- Fully operational regardless of extreme weather such as heat, sun, rain, ice, snow, freezing rain, etc.
- Operating temperature range 0 F to +120 F and 95% RH.

**2.5.2.3 User Interface:** Design and construct the user interface with the following:

- Ergonomically designed devices and user interface for ease of use by patrons.
- Meet the latest ADA requirements, and any local accessibility requirements, including but not limited to reach ranges, visibility of display screens, clear floor or ground space, and operable parts.

**2.5.2.4 Communication:**

- All applicable components are microprocessor controlled, in online, virtual real-time communication with CMS.
- All transaction data is sent to CMS immediately, with communications hierarchy appropriate to need for action or response from another component, feature or subsystem.
- All transaction data is available to CMS workstations within thirty (30) seconds of completing transaction at any device. Delays or functional degradation resulting from data communication between devices over CMS network is not acceptable.
- Integrate with LPR enforcement system for enforcement purposes.
- If the system requires a connection to the public internet via a fixed or cellular connection, provide a cellular site survey along with methodology for selection or recommendation of carrier. Supplier is expected to do all required cellular signal strength measurements and determine ideal modem and/or antenna placement. PBA/City has no responsibility to ensure adequate cellular signal strength.

**2.5.2.5 Future System Expansion:**

- Add or remove MSMs to system
- Change payment mode to either PbS or PbP.

**2.5.2.6 Integration:** Provide examples of supplier's meter system being integrated with Citation Management System and PbC systems from other suppliers. Include integrations which have been active for at least one year. Do not include planned or potential integrations. For active examples, provide location, size of operation, details of integration, and reference contact information.**2.5.3 Signage****2.5.3.1** Provide and install sign poles and MSM signage to advise customers to pay at meter or by phone, and to locate the meters. Initial estimate is two advisory signs with arrows per block face plus one "Pay Here" sign at each MSM. Final sign quantity, color, and design to be approved by PBA/City.**2.5.3.2** Provide sign poles and install MSM signs and meter stickers provided by PbC supplier.**2.5.3.3 Utilize Telespar Posts:**

- Post- 12 gauge galvanized, 10ft x 2.00" telespar post
- Anchor- 12 gauge galvanized, 36" x 2.25" telespar post
- Sleeve- 12 gauge galvanized, 18" x 2.5" telespar post

**2.5.3.4** Utilize 18" by 24" reflective, rigid aluminum signs.**2.5.3.5 Substantial Completion:** A certificate of substantial completion will be provided when the following requirements have been satisfied:

- All systems, features, and communications have passed the final acceptance testing.
- Certification of PCI compliance
- All spare parts, stock material, and manuals are on site and have been approved
- All test checklists, documentation, and training has been completed

**2.5.3.6** Final Acceptance will occur upon satisfactory completion of all work, tests, demonstrations, and training as well as successful completion of thirty-day operational test.

## **2.5.4** Administrative Requirements

### **2.5.4.1** Coordination:

- Distribute to the appropriate parties any installation diagrams, details, and templates for setting, anchoring, and/or mounting meters.
- Coordinate interfaces with any other systems by others, including but not limited to Local Area Network, PbC supplier, etc.
- Coordinate data communication, internet connectivity and network requirements with PBA/City designee or PBA/City IT department.
- Coordinate PA-DSS compliant installation of system with PBA/City for PCI compliance.

## **2.5.5** MSM Central Management System

### **2.5.5.1** Microprocessor controlled, in online, virtual real-time communication

- MSM wirelessly communicates complete transaction log to CMS. In the event of communication failure, MSMs continue to operate in an off-line mode and store a minimum of 1,000 transactions, or have sufficient system redundancy, to insure availability of transaction data upon restoration of CMS. In the event of failure during communication, an error-checking and recovery routine is employed to prevent corruption of data.
- Describe in your submittal the minimum, maximum, and average amount of time in seconds the meter will take to transmit transactions to the CMS, including what parameters or conditions will affect transmission times.

### **2.5.5.2** Hosted system, capable of operating with proper user ID and password, to all authorized users.

- Provide continual software updates with no additional fees for the life of the contract
- Provide field programmable functions of each meter from the CMS (password protected), including rate structures (from CMS only), with all programming changes reported in the daily log.
- Maintain a secure connection while active and automatically log-off after programmable period of inactivity.
- Remote access to CMS over standard TCP/IP connection (may use web browser-based applications).
- Browser-based user-interface modules utilize client/server technology or equivalent. The following general requirements apply to all components or modules: Windows-based graphical user interface, allow for both standard and custom report formats, and have adequate security to allow for different classifications of users.
- System back-up in less than three hours.

- Provide all updates to the CMS, to ensure full capability with the meters and the system at no additional cost to PBA/City for the life of the contract relating to the meters.
- Integrate with Mobile LPR enforcement system.
- Integrate with PBA/City's PbC provider for combined payment and financial reporting.
- Integrate with PBA/City's Citation Management System.

### 2.5.5.3 Security

- Utilize protocols and passwords that prevent unauthorized access to software and hardware and manipulation of data and reports, including individual transactions.
- Include multiple levels of access authorization to all operational, administrative, and reporting functions and provide the following security features:
  - Define individual user and group-based security
  - Ability to assign a unique user ID and password for each person authorized to use the system
  - Ability to establish an expiration period for passwords and periodically change that password for each authorized user ID
  - Ability to disable a user ID following successive log-on failures exceeding a specific limit
  - Ability to view and report user and group level security rights and create user-defined fields
  - Ability to de-activate codes for former users and internal and external customers
- Provide PBA/City with a complete list of initial installation administrator usernames and passwords for all authorized users.
- Password protect MSM subsystems to restrict access to individual functions of each subsystem: Revenue Monitoring, Control, and Reporting and Maintenance Monitoring, Control, and Reporting
- Utilize credit and debit card acceptance hardware, software, and other system components that are PCI DSS and EMV compliant.

### 2.5.6 MSM Equipment Monitoring

**2.5.6.1** Capable of performing and wirelessly reporting the results of a self-diagnostic routine at programmable times or intervals. Self-diagnostic routines verify that MSM functions are working properly. Functions to be checked include accuracy of fee calculation, clock, and card acceptance. MSM will require database communications machine to machine.

**2.5.6.2** Warning alarms tracked displayed, and communicated in real time to workstations and cell phones for the following conditions:

- Machine failure
- Low or dead battery
- Component trouble and/or failure
- Receipt or card jam
- Tampering
- Vault near capacity or full
- Door open

- Receipt paper low or empty
- No transactions for a defined period

**2.5.6.3** Monitor electrical circuits and frequency of operational errors in components to identify maintenance actions to prevent failure of a component.

**2.5.6.4** Monitor the transmission of repeated messages that may indicate possible problems with the system.

**2.5.6.5** Display abnormal status conditions as visual alarm on the workstation screen, accompanied by an audible alarm.

- The display continues to flash until the abnormal condition is corrected. The audible alarm continues until turned off by the operator.
- Record the abnormal status condition and the acknowledgement of the alarm, including time, workstation, and operator.

**2.5.6.6** Record and store all meter alarms and repair activity.

## **2.5.7** PbP Enforcement Integration

**2.5.7.1** During enforcement sessions, all transaction data is available to CMS workstations and mobile enforcement devices within thirty seconds of completing transaction at any device. Delays or functional degradation resulting from data communication between devices over CMS network is not acceptable.

**2.5.7.2** Provide web-based, viewable, and printable reports of all meter and mobile payments for enforcement purposes, including tie purchased, purchase amount and time of expiration.

**2.5.7.3** Ability to integrate MSM data with mobile and/or handheld units for enforcement purposes, providing street or lot number, machine number, plate number, time purchased, purchase amount, and time of expiration.

**2.5.8** MSM Reports: provide the following ASCII file reports which can be displayed on a monitor or printed on a printer.

**2.5.8.1** Daily Event Log- A listing of any changes to the system and users who made the changes, system alarms, and system log on/log offs.

**2.5.8.2** Meter alarms and repair activity sortable by time, date, meter, operator, and/or type of alarm.

**2.5.8.3** Maintenance history report of each meter

**2.5.8.4** Transaction Report- A listing of each transaction processed by the MSM, including and sortable by: time/date/day of week, duration, payment amount, card type, and plate number.

**2.5.8.5** Daily Summary Report- A daily summary of all MSM activity, including monthly grand totals of Transaction Report data.

- 2.5.8.6** Monthly Summary Report- A monthly summary of all MSM activity, including monthly grand totals of Transaction Report data.
- 2.5.8.7** Parking Value/Type Report- Stratification based upon the value of transactions processed by payment type, provided for each rate structure. This report is used for revenue analysis, rate analysis, management planning, and statistical information.
- 2.5.8.8** Revenue Report- Total revenue for a selected timeframe, including and field sortable by: time of day, plate number, card type, and duration.
- 2.5.8.8** MSM Usage Reports sortable by: time of day, MSM, plate number, card type, duration
- 2.5.8.9** Add-time Report- Provide a list of transactions conducted by the same customer, to add time at the meter, using ID code.
- 2.5.8.10** Pre-payment report- Provide a list of transactions conducted in advance of the session's start time.
- 2.5.8.11** Rejected credit cards per meter, broken out by reason for rejection
- 2.5.8.12** Number of meters and percentage of inventory out-of-order over a specified time period.
- 2.5.8.13** Either periodically or on demand, CMS downloads and sends electronically revenue reports for integration into PBA/City's financial department via TCP/IP connection to designated computer network in Microsoft Excel or approved equivalent.

## **2.5.9** Rate Structure

- Remote programming of MSM parking rates, with rate tables in a windows format and easily changed by PBA/City
- Day evening, night, and weekend rates
- Weekly and monthly permit rates
- Grace periods (i.e., 15 minutes free)
- Flat rates for events
- Holiday rates
- Residential rates
- Allow for initial payment and/or adding time at any MSM in system
- Provide a unique ID code to enable customers to add time to their transaction
- Programmable time slots as small as ten minutes
- User defined maximums (2-hour, 4-hour, 12-hour, 24-hour, etc.)
- Submit the minimum number of programmable time slots per day and per week
- Ability to program any subset of meters using any combination of standard and user-defined filters and an effective date
- Automatic adjustment for daylight savings and leap year in fee calculations

**2.5.10** Operational Modes: PbP with ability to convert to PbS or P&D modes if so desired at a future date

**2.5.10.1** PbP sample operating sequence:

- MSM prompts customer to enter plate number
- MSM prompts customer to make payment
- MSM processes payment and offers receipt

#### **2.5.10.2** Housing

- Cabinets and component brackets fabricated from 100% high grade stainless or cold rolled steel
- Durable, vandal, graffiti, corrosion, and weather resistant, and able to maintain finish, look, integrity, and functionality in the environment in which installed for a period of ten years
- Mounting holes are only accessible from the inside of the cabinet
- Internal door hinges
- External lighting to assist patrons at night

#### **2.5.10.3** Internal Components

- Liquid Crystal Display (LCD) Color Display Screen
  - Display current time of day (HH:MM)
  - Acknowledgement of payment, buttons, letters, and/or symbols pressed by the customer
  - Easily readable alpha-numeric display to communicate messages to user
  - Instructional prompts to guide customer through payment process such as: “Please enter plate number”, “Please enter desired time to park”, “Please insert credit card”, “Authorizing”, and “Thank you”.
  - Capable of recognizing user errors and providing corrective guidance
  - Remotely programmable via the CMS
  - Backlit, automatically adjusting to external light conditions, with the contrast adjustable by PBA/City
  - UV resistant (non-yellowing) Lexan-like material to protect the LCD
  - Display (scroll) rates and regulations for every time slot programmed for the day
  - Ability to display logos and graphics
  - Provide on screen menu or display for technicians to analyze problems on site and provide at minimum the following information regarding the meters current operating status:
    - View the current assigned meter configuration and software version
    - View the battery levels and the solar panel charge level (if solar)
    - Test the operating condition of the card reader
    - Test the integrated wireless communications
  - Fixed graphics containing customer instructions for user-friendly operation
    - Operating procedure progresses from left to right and top to bottom
    - Numbered corresponding instructions are pictorially illustrated
    - Customizable by PBA/City
  - User interface
    - Weatherproof keypad and/or user buttons unaffected by temperature, sun, rain, ice, snow, freezing rain, etc.
    - Capable of operating in up to three different languages at the push of a button

#### **2.5.10.4** Card Reader

- Accepts the following cards: VISA, MasterCard, American Express, Discover, and Bank Debit Cards with Credit Card logos
- Credit card approval system:
  - Credit card readers wirelessly connected to a server dedicated to credit card approval and payment processing system
  - Configure system such that information from each credit card transaction is wirelessly transmitted to a server in direct communication with authorizing clearinghouse via secure connection to provide online real time approvals for each transaction
  - Contact chip card read and mag stripe reader and contactless reader capable of accepting at a minimum Apple Pay and Google Pay
  - Credit card gateway to be part of PCI P2PE as listed on the PCI-SSC website and VISA level-1 service provider as listed on the VISA website
  - Encryption performed at the card reader and utilizes P2PE
  - Credit card authorization in real time
  - Maximum average authorization time for credit card transactions: Ten (10) seconds
  - Provide “store and forward” feature only when the communication network is down or not available and credit card payments cannot be authorized in online mode
  - Confirm and provide record formats required by PBA/City's financial institution
  - Identify all required additional services necessary for processing and the associated costs
- Provide the user the ability to confirm purchase prior to processing card

#### **2.5.10.5 Power Supply**

- Solar powered battery life of 36 months
- Commercially available battery without voiding warranty
- Ability to replace battery in less than two minutes with no tools required
- Programmable low battery alerts
- Separate backup battery to sustain clock, calendar, audit information, and RAM in the event of a system failure or during battery replacement

#### **2.5.10.6 Communication**

- Supplier must perform independent site evaluation.
- It is the responsibility of the supplier to test and confirm reliable power and communication from all MSM locations.

#### **2.5.10.7 Printer**

- Capable of printing standard and variable length receipts and reports
- Receipt offered and issued upon completion of transaction, if selected by payee
- Minimum information provided on receipt: amount of transaction, unique identification number for adding time, adjudication, and audit control, plate number, time and date purchased, expiration time and date, and meter number
- Ability to replace ticket roll in less than one minute with no tools

**2.5.11 Installation**

- 2.5.11.1** Install MSM in accordance with manufacturer's recommendations
- 2.5.11.2** Installation and startup: suppliers are responsible for installation of all supplier supplied equipment and its interfacing and interconnection with PBA/City supplied equipment
- 2.5.11.3** Supplier is responsible for all software and communications by all computers and peripheral devices
- 2.5.11.4** Provide dust and noise protection and strict accordance with equipment manufacturer's recommendations
- 2.5.11.5** PBA/City may observe installation process and stop the work at any time throughout the process
- 2.5.11.6** All equipment components installed near drive isles shall be protected from damage by vehicular movements by protective bollards

**2.5.12 Field Quality Control**

- 2.5.12.1** Provide an acceptance testing plan to demonstrate the functionality of the system
- Include demonstrations of compliance with all specifications, contractual compliance, definitions of all test objectives, participant responsibilities, and documentation of tests and procedures for dealing with failures during the test
  - Detailed tests for every functional requirement of the MSM system, including PbC integration. Include checklists for specified supplies, spare parts, training operation, and training manuals. Provide space for acceptance by supplier and PBA/City
  - Confirm that all specified features are provided and fully operational before acceptance testing
  - Notify PBA/City in writing at least one week prior to each official test session. If a test is not successful, correct noted deficiencies and advise PBA/City at least two days in advance that test session is ready to resume. PBA/City may witness all testing.
- 2.5.12.2** Passing acceptance testing, even if performed in the presence of PBA/City, does not relieve the supplier of the responsibility to provide a system in accordance with the specifications.
- 2.5.12.3** Promptly correct all problems encountered at no cost to PBA/City
- 2.5.12.4** 30-day operational test and final acceptance
- After go-live date, PBA/City will conduct an operational test for 30 days
  - Performance standards include the system is fully operational without downtime or programming problems for the complete monthly reporting cycle. For each downtime of between one hour and 8 hours or programming problems that delay the report cycle two days will be added to the test duration. All reports correlate 100% with coin and credit card reconciliation.
  - Maintain detailed records and a logbook of all tests, events, and issues to be provided to PBA/City upon completion of the tests.

**2.5.13 Instruction and training**

- 2.5.13.1** Fully instruct PBA/City's designated personnel in the operation, adjustment, and maintenance of all MSM products, equipment, and systems.
- 2.5.13.2** Coordinate scheduling of on-site and in person instructional classes with PBA/City's designated personnel to avoid conflicts and peak period personnel demands.
- 2.5.13.3** Submit a proposed instruction schedule prior to equipment installation. PBA/City will tentatively approve or suggest changes to the training schedule.
- 2.5.13.4** Ample time should be allotted within each session for the instructor to fully describe and demonstrate all aspects of the MSM system and allow PBA/City personnel to have hands on experience with the MSMs.
- 2.5.13.5** All instruction courses will consist of classroom instruction and actual hands-on experience. Classes will be set up in a room designated by PBA/City.
- 2.5.13.6** Provide experienced instructors that speak fluent English in a clear precise manner.
- 2.5.13.7** Provide all documentation required for instructing PBA/City personnel. PBA/City retains the right to copy training materials as frequently as required for ongoing internal use only.
- 2.5.13.8** Provide an instructional notebook or user's manual to accompany every instruction course. Submit a hard copy and electronic version of all manuals (operation and maintenance) written in common English with appropriate photos, diagrams, and schematics to supplement the text.
- 2.5.13.9** Training categories should include maintenance, enforcement, and finance/administration.
- 2.5.13.10** Provide hard copies and electronic operation and maintenance manuals for all components.

**2.6 Deliverables for Scope C**

The contractor will be required to provide the following deliverables:

- 2.6.1** Conduct a pre-installation meeting at project site thirty (30) days in advance of time scheduled for commencement of work to review requirements and conditions that could interfere with successful performance. All parties concerned with installation, including communications, concrete work, or others who are required to coordinate work are required to attend, including the PBA and City designees. Meeting must cover, at minimum, concrete and masonry work, review of the schedule, and review testing and acceptance procedures.
- 2.6.2** If cellular technology is proposed, a cellular site survey will be required after the contract award.
- 2.6.3** Prior to initiation of field test and training, deliver two hard copies and one electronic copy of operations manuals, maintenance, and administration manuals.

- 2.6.4** Copies of all licenses, registrations, documentation, disks, and other media as may have been included with those commercially available software packages provided with the system. In addition, ensure that all licenses, registrations, and warranties have been transferred to PBA/City prior to final software turnover.
- 2.6.5** At least thirty (30) days prior to scheduled training sessions, deliver a training plan. Include at a minimum, a description of all training courses including identification of instructional outcome, duration of course, and type of presentations.
- 2.6.7** Testing Plan and Documentation: Provide a test plan for review and approval by PBA/City thirty (30) days prior to start of the first test. Include demonstrations of compliance with specifications, contractual compliance, disaster recovery testing and documentation, definitions of all test objectives, participate responsibilities, documentation for tests, and procedures for dealing with failures during testing.
- 2.6.8** Submit ten rolls of receipt paper per MSM prior to commencement of operational testing. PBA/City must approve color and artwork of receipts.
- 2.6.9** Identical locks and keys for all like equipment, but unique to this project so that keys from other projects will not provide access. Provide PBA/City with a minimum of three sets of maintenance keys, three sets of vault area keys, and three sets of vault keys. If a special tool is required to perform any function or maintenance, provide a minimum of three of these tools.

## **2.7 Scope of Work- Scope D: Mobile License Plate Recognition Enforcement System**

Scope D includes the provision of all material, labor, equipment, services, and training necessary to furnish and install one fully integrated, online, real-time, mobile license plate recognition system functioning as described herein.

### **2.7.1** The mobile LPR system includes:

- Cameras
- CMS
- MSM System Integration
- Citation Management System Integration
- PbC System Integration
- All necessary components and materials for a complete and functioning turnkey LPR system (except the enforcement vehicle) as identified in this RFP.
- If the system requires a connection to the public internet via a fixed or cellular connection, provide a cellular site survey along with methodology for selection or recommendation of carrier. Supplier is expected to do all required cellular signal strength measurements and determine ideal modem and/or antenna placement. PBA/City has no responsibility to ensure adequate cellular signal strength.

### **2.7.2** LPR System Performance

- Achieve a capture rate of 98% for all non-exempt vehicles, as defined in this section, meaning that 98% of all license plates within range of being read by the LPR cameras are identified as plates for the sake of reading and recording each plate's characters.
- Achieve an N factor rating of 92%, meaning that the LPR system reads all captured license plate characters, exclusive of stacked characters, correctly, 92% of the time for all non-exemption vehicles as defined within this section. Missing, misread, or additional

characters as determined by the LPR system, are counted against the read accuracy (i.e. if a plate contains 6 standard characters “ABC123” then N = 6. Therefore, in order for the system to achieve an N read the system reads the LPN “ABC123” exactly). Additional characters added before or after the license plate characters count against the read rate. (i.e. “1ABC123” does not constitute an N read)

- Achieve an N-1 factor rating of 96%, meaning that the LPR system reads all but one license plate character, exclusive of stacked characters, correctly, 96% of the time for all non-exemption vehicles as defined within this section.
- Achieve an N-2 rating of 98%, meaning that the LPR system reads all but two license plate characters, exclusive of stacked characters, correctly, 98% of the time for all non-exemption vehicles as defined within this section.
- Exemption vehicles do not count against the accuracy of the LPR system. For the purposes of the LPR performance requirements an exemption vehicle is defined as:
  - Any vehicle whose license plate is obstructed, obscured, or encroached upon by a foreign object.
  - Vehicles that contain excessive graphics and advertising such that it is impossible for the LPR system to determine which graphics belong to the license plate and which graphics do not.
  - Vehicles with no license plate.
  - Vehicles with temporary cardboard (non-reflective) “dealer plates”
  - Motorcycles
- Provides a means, subject to approval by PBA/City, to remotely score the LPR system to ensure it meets the performance requirements. Provide all software needed to test the LPR system’s performance, downloadable to a standalone PC used for testing.
- Fully operational regardless of extreme weather such as heat, sun, rain, ice, snow, freezing rain, etc.
- Operating temperature range of -30 to +55 Celsius and to 95% RH

### 2.7.3 Administrative Requirements

- Distribute to the appropriate parties any installation diagrams, details, and templates for setting, anchoring, and/or mounting meters.
- Coordinate interfaces with other systems by others, including but not limited to Local Area Network, CMS/MSM/SSM/PbC suppliers, etc.

### 2.7.4 Central Management System (CMS)

**2.7.4.1** Microprocessor controlled, in online, virtual real time communication. In event of failure during communication, an error checking and recovery routine is employed to prevent corruption of data.

**2.7.4.2** Hosted system, capable of operating with proper user ID and password, to all authorized users.

- Continual software updates at no additional fees for the life of the contract
- Maintain a secure connection while active, and automatically log off after programmable period of inactivity.
- Remote access to CMS over standard TCP/ IP connection (may use web browser-based applications).
- Browser-based user interface modules utilize client/server technology or equivalent. The following general requirements apply to all components or modules:

- Windows-based graphical user interface
- Allow for both standard and custom report formats
- Adequate security to allow for different classifications of users
- System back-up in less than three hours
- Provide any and all updates to the CMS at no additional cost to PBA/City for the life of the contract.

#### **2.7.4.3** Accurately enforce/match scanned vehicle license plates to data files such as:

- PbP meter payments
- PbC parking payments
- Permit vehicles
- No parking zones
- Tow, boot, or seizure eligible registrations
- City, state, and federal stolen vehicle license plates
- Previously scanned vehicles for time limit violations
- Authorized “white list” vehicle license plates
- BOLO vehicle license plates

#### **2.7.4.4** Abilities and Capabilities

- Ability to identify moved and re-parked vehicles or time limit parking via “electronic chalking”.
- Ability to provide security features so that a vehicle identified as a scofflaw cannot be bypassed without corrective action or supervisory authorization. Note: this is not desired presently but should be available in the future at no additional cost.
- Capable of duration of stay and turnover analysis
- Ability to schedule updates (i.e., hot lists).
- Provide mapping functions with zones for location identification and rules
- Maximum response time for data retrieval (i.e., query against “hit” file on hand-held): 4 seconds
- Trunk mounted processor
- Intelligent Power Supply Unit for ignition start-up and shut down
- Color touch screen: display license plates scanned and audible and visual alerts of license plates which are in violation or otherwise identified as scofflaws.
- Provide the capability for supervisors to perform field audits
- Provide for remote access to the management features of the system from designated workstations for authorized supervisors
- Ability of real time system updating to the boot and tow system (i.e., location of vehicle booted, vehicle color and make, boot number) and any and all information necessary to complete a boot record by wireless cell card or some other wireless system. Note: this is not desired presently but should be available in the future at no additional cost.
- Storage:
  - Capable of automatic storage and wireless transmission of all data and digital images
  - Unlimited storage capacity
  - Ability to store and catalogue images for up to sixty (60) days and recall them on demand by field-sortable search

- Automatically capture, interpret, process, display, and store license plate images
- Incorporate fuzzy logic for identifying misreads
- Provide real-time displays of license plate image, license plate, image of vehicle, date and time, and GPS coordinates
- Manual features include ability to manually identify misread plates and ability to add notes to images.
- Queries:
  - Ability to manually enter plates for querying purposes
  - Ability to cross-link, query, and input data from external sources
  - Ability to audit all queries by date, time, and user password
  - Ability to save frequent query requests
- Data format in either .csv or text file
- Ability to export and print all data
- Data download by flash drive or wireless
- Include updateable mapping system and license

#### 2.7.4.5 Security

- Utilize protocols and passwords that prevent unauthorized access to software and hardware and manipulation of data and reports, including individual transactions.
- Include multiple levels of access authorization to all operational, administrative, and reporting functions and provide the following security features:
  - Define individual user and group-based security
  - Ability to assign a unique user ID and password for each person authorized to use the system
  - Ability to establish an expiration period for passwords and periodically change that password for each authorized user ID
  - Ability to disable user ID following successive log on failures exceeding a specific limit
  - Ability to view and report user and group level security rights and create user defined fields
  - Ability to deactivate codes for former users and internal and external customers
- Provide PBA/City with a complete list of initial installation administrator usernames and passwords for all authorized users
- Monitor the transmission of repeated messages that may indicate possible problems with the system
- Display abnormal status conditions as a visual alarm on the workstation screen, accompanied by an audible alarm. The display continues to flash until the abnormal condition is corrected. The audible alarm continues until turned off by the operator. Record the abnormal status condition and the acknowledgement of the alarm, including time, workstation, and operator.

#### 2.7.5 Cameras

- Ability to capture plate images for parallel and diagonally parked vehicles and moving vehicles
- Ability to read reflective and non-reflective license plates

- Ability to take still pictures ambient lighting conditions have no effect on the accuracy of the LPR system regardless of the time of day and night. Provide any necessary shading or lighting elements required to mitigate the effect of the ambient lighting conditions on the LPR system performance
- Perform all optical character recognition
- RF shielded camera cables
- Internal heating elements
- Rated at 30 frames per second
- Anti-theft mounting/ removal brackets
- Equipped with IR lens for license plate and color image verification
- Capable of multiple images with multiple flash and shutter settings
- Target range of 9' to 30'
- In-camera GPS
- Pulsed LED illumination

## **2.7.6** Installation

**2.7.6.1** Install LPR system in accordance with manufacturer's recommendations

**2.7.6.2** Installation and start-up: supplier is responsible for installation of all supplier supplied equipment and its interfacing and interconnection with PBA/City supplied equipment

**2.7.6.3** Supplier is responsible for all software and communications by all computers and peripheral devices

**2.7.6.4** PBA/City may observe installation process and stop the work at any time throughout the process.

## **2.7.7** Field Quality Control

**2.7.7.1** Provide an acceptance testing plan to demonstrate the functionality of the system

- Include demonstrations of compliance with all specifications, contractual compliance, definitions of all test objectives, participant responsibilities, and documentation of tests and procedures for dealing with failures during the test
- Detailed tests for every functional requirement of the MSM system, including PbC integration. Include checklists for specified supplies, spare parts, training operation, and training manuals. Provide space for acceptance by supplier and PBA/City
- Confirm that all specified features are provided and fully operational before acceptance testing
- Notify PBA/City in writing at least one week prior to each official test session. If a test is not successful, correct noted deficiencies and advise PBA/City at least two days in advance that test session is ready to resume. PBA/City may witness all testing.

**2.7.7.2** Passing acceptance testing, even if performed in the presence of PBA/City, does not relieve the supplier of the responsibility to provide a system in accordance with the specifications.

**2.7.7.3** Promptly correct all problems encountered at no cost to PBA/City

**2.7.7.4** 60-day operational test and final acceptance

- After go-live date, PBA/City will conduct an operational test for 60 days.
- Performance standards include the system is fully operational without downtime or programming problems for the complete monthly reporting cycle. For each downtime of between one (1) hour and eight (8) hours or programming problems that delay the report cycle, two days will be added to the test duration. All reports correlate 100% with MSM and PbC data.
- Maintain detailed records and a logbook of all tests, events, and issues to be provided to PBA/City upon completion of the tests.

## **2.7.8 Instruction and training**

**2.7.8.1** Fully instruct PBA/City's designated personnel in the operation, adjustment, and maintenance of all products, equipment, and systems.

**2.7.8.2** Coordinate scheduling of on-site and in person instructional classes with PBA/City's designated personnel to avoid conflicts and peak period personnel demands.

**2.7.8.3** Submit a proposed instruction schedule prior to equipment installation. PBA/City will tentatively approve or suggest changes to the training schedule.

**2.7.8.4** Ample time should be allotted within each session for the instructor to fully describe and demonstrate all aspects of the SSSM system and allow PBA/City personnel to have hands on experience with the meters.

**2.7.8.5** All instruction courses will consist of classroom instruction and actual hands-on experience. Classes will be set up in a room designated by PBA/City.

**2.7.8.6** Provide experienced instructors that speak fluent English in a clear precise manner.

**2.7.8.7** Provide all documentation required for instructing PBA/City personnel. PBA/City retains the right to copy training materials as frequently as required for ongoing internal use only.

**2.7.8.8** Provide an instructional notebook or user's manual to accompany every instruction course. Submit a hard copy and electronic version of all manuals (operation and maintenance) written in common English with appropriate photos, diagrams, and schematics to supplement the text.

**2.7.8.9** Training categories should include maintenance, enforcement, and administration.

**2.7.8.10** Provide hard copies and electronic operation and maintenance manuals for all components.

## **2.8 Deliverables for Scope D**

**2.8.1** If cellular technology is proposed, a cellular site survey will be required after the contract award.

**2.8.2** Prior to initiation of field test and training, deliver two hard copies and one electronic copy of operations manuals, maintenance, and administration manuals.

- 2.8.3** Copies of all licenses, registrations, documentation, disks, and other media as may have been included with those commercially available software packages provided with the system. In addition, ensure that all licenses, registrations, and warranties have been transferred to PBA/City prior to final software turnover.
- 2.8.4** At least thirty (30) days prior to scheduled training sessions, deliver a training plan. Include at a minimum, a description of all training courses including identification of instructional outcome, duration of course, and type of presentations.
- 2.8.5** Testing Plan and Documentation: Provide a test plan for review and approval by PBA/City thirty (30) days prior to start of the first test. Include demonstrations of compliance with specifications, contractual compliance, disaster recovery testing and documentation, definitions of all test objectives, participant responsibilities, documentation for tests, and procedures for dealing with failures during testing.

## **2.9 Locations and Hours**

- 2.9.1** Work may be scheduled after hours, on weekends, or during normal business hours whichever is in the best interest of PBA and/or PBA's client.
- 2.9.2** Contractor(s) must use their best efforts to conduct the work in a manner that minimizes disruption to normal business flow. Any hours requested by the contractor(s) that will require overtime must be submitted and approved by PBA prior to work being performed. PBA will be responsible for the overtime portions of the charges for all the work outside of normal business hours at the rates agreed to pursuant to the contract.
- 2.9.3** Contractor(s) must be able to work outside of normal business hours and/or to suspend, postpone, or reschedule the work. These situations are not uncommon, and the contractor(s) may be required to reschedule the work to minimize disruptions. This may require the contractor(s) to perform the work outside normal business hours.

## **2.10 Review of Scope of Work**

All work performed under this contract must be performed in accordance with all provisions of these specifications or plans and must be approved in writing by PBA. By submitting a proposal, the owner or their representative acknowledges and accepts this clause.

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

## **2.11 Contractor/Supplier Responsibilities**

- 2.11.1** The contractor(s) will be required to have ample equipment and staff available to complete the work as outlined in this solicitation within the time frame specified by PBA. PBA/City's anticipated substantial completion date for all equipment installation and software implementation is

---

December 31, 2024. Suppliers must indicate in their submittal if this is an attainable timeline. If this is not an attainable timeline, suppliers must provide the proposed timeline.

- 2.11.1** The contractor(s) will furnish all labor, equipment, vehicles, and other items necessary to accomplish each assignment and/or project. All personnel are required to be employees of the contractor(s). No contract or day laborers are permitted. No subcontracting will be permitted under the contract without prior written permission from PBA. The use of any building tenant or PBA office equipment, space, items, and articles are strictly prohibited.
- 2.11.2** Contractor(s) must provide at least one employee on every job assignment with the ability to speak, read, write, and understand English so PBA's staff can communicate effectively with them.
- 2.11.3** Contractor(s) must perform work without unnecessarily interfering with the activities of tenants or other contractor(s). Contractor(s) must not disable or disrupt building fire or life safety systems without prior written notice to and written approval from PBA.
- 2.11.4** It will be the responsibility of the awarded contractor(s) to maintain the work zone in a clean manner so that foot traffic is not impeded, and no debris is carried into other areas of the facility. The work area must be cleaned prior to leaving the site.
- 2.11.5** The successful contractor(s) must abide by all codes and industry regulations regarding the proper disposal of all trash and debris generated while performing work under the term contract.
- 2.11.6** Contractor(s) must immediately notify the PBA designee when problem(s) are encountered and assist in the response to correct the problem(s). All emergency conditions must be promptly reported to PBA Security Communications Center at 865-215-2246.
- 2.11.7** Contractor(s) must provide criminal background checks on all employees to the PBA designee upon request during the term of the contract. Enhanced background checks may be required for some PBA facilities.
- 2.11.8** Contractor(s) must only employ and assign employees who are properly trained to perform work on PBA equipment covered under this term contract and respond to any emergency pertaining to the alarms. Suppliers must provide a copy of all current certifications and training received for all employees that the supplier proposes to use on PBA properties.
- 2.11.9** Same-day support responses are required on weekdays if submitted by 3:00 p.m. EST. Next-weekday response no later than 10:00 a.m. EST if submitted after 3:00 p.m. EST or on weekend/holiday. Support requests can be made via phone, email, or web portal.
- 2.11.10** Supplier is responsible for all permits, licenses, and compliance with all codes and regulations.
- 2.11.11** Supplier is responsible for insuring all shipped items are secure. Any items damaged during shipping, damaged, or stolen will be replaced and shipped to the project site, by expedited means if requested, at no additional cost to PBA/City. PBA will provide a designated storage/staging area for equipment that has not been installed. Location to be determined after

contract award. It is the supplier's responsibility to protect all equipment from theft and damage until final acceptance. Equipment must be delivered in original manufacturer's containers to prevent damage and marked for easy identification.

- 2.11.12** Perform all preventative maintenance at non-peak period during regular business hours.
- 2.11.13** Software support during the warranty period must be available to PBA/City to include making available normal software improvement releases (updates) as they become available at no additional cost to PBA/City.
- Provide all software patches and updates free of charge, however, PBA/City has the right to refuse.
  - Provide operating system support and database administration services including adherence to the recommended operating system patches and updates as they are made commercially available by the operating system developer.
  - Coordinate the testing and implementation of all patches and updates with PBA/City
  - Support upgrades to the application based on operating system patch and upgrade requirements. If an operating system is decommissioned, PBA/City must be capable of releasing code compatible with the next operating system upgrade prior to the ending support for the current operating system.
  - If at any time the supplier ceases to do business nor ceases to make the software product commercially available, PBA/City will assume full ownership of the software. Thirty days prior to ceasing to do business, the supplier will provide the most current version of the software source code to PBA/City.
  - Provide corrective patches and upgrades in the event security vulnerability or system availability issues are discovered.
  - Seven (7) days prior to all software modifications, patches, updates, and upgrades, the supplier must provide accurate and complete documentation that describes:
    - Patch/update release designation
    - Proposed date and time of implementation
    - Detailed description of what the patch/update accomplishes
    - Test plan that shows the change has been successfully tested and has passed internal unit, end-to-end testing.
    - Full disaster recovery procedures that return the system to its pre-patch/update condition.

## **2.12 Equipment and Materials**

- 2.12.1** All equipment must be in proper running order in accordance with local laws, properly maintained, and kept clean. All non-functioning equipment must be removed from the premises immediately. Any equipment deemed unsafe by the PBA designee will not be permitted on-site.
- 2.12.2** The contractor(s) must furnish all necessary safety equipment, personal protective equipment, and other protective equipment as needed.
- 2.12.3** All materials and equipment listed, labeled, or certified by a nationally recognized testing laboratory to meet Underwriters Laboratories, Inc. (UL) standards, where test standards have been established.

**2.12.4** Equipment housing, conduits, and junction boxes exposed to weather (any location not in a conditioned environment) will meet or exceed NEMA 3SX or IP54 standards to be moisture-proof and provide sufficient protection so that the components continue to function without moisture, dust, particle, heat, or cold-related interruption. Components that do not meet NEMA 3SX or IP54 standards or better may be considered if implemented with supplemental environmental controls to sufficiently protect equipment.

## **2.13 Quality**

All workmanship must meet or exceed all local, state, federal, and OSHA regulations as well as best practices from professional trade organizations (e.g. Uniform Building Code, State and Local Building Codes). Open-architecture system where all interfaces (hardware and software) conform to national and International Organization for Standardization (ISO) standards.

## **SECTION 3. GENERAL TERMS & CONDITIONS**

### **3.1 Entrance to PBA Sites**

Only PBA badged employees of the successful contractor(s) are allowed on the premises of PBA buildings and projects. Contractor employees/subcontractors are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any unauthorized persons. Only the contractor's personnel, having passed the security background check and issued a PBA badge, are authorized to be onsite. All authorized personnel are required to wear and display their PBA issued badge at all times while in a PBA facility.

### **3.2 Possession of Weapons**

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

### **3.3 Taxes**

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

### **3.4 Smoking/Tobacco Policy**

Smoking, smokeless tobacco products, electronic cigarette, and vape use is prohibited in PBA-managed buildings, including at any of the entrances or exits or within fifty feet of any doorway, as is currently designated and determined by federal regulations, which may change from time-to-time. Smoking is only permitted at the designated smoking areas beyond the 50-foot restriction. This policy applies to all contractors' employees and subcontractors. Smoking means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation, in any manner or in any form. This policy also applies to Electronic Smoking Devices in all forms.

### **3.5 Background Checks**

Any and all employees of the successful contractor's staff and their subcontractors' staff providing on-site services to PBA or assigned a project by PBA will be required to undergo a background check. The successful contractor(s) should allow up to five (5) business days for an employee to be approved or denied unescorted access within any PBA-managed facility/project. Under no circumstances shall a contractor's or subcontractor's employee begin work on a PBA property or project prior to receiving authorization by PBA and obtaining a badge.

All costs associated with background checks will be the responsibility of the contractor. The costs for the background check and a badge, if required, will be charged at the current established rates listed in the PBA Background Check and Badge Procedure. Additional charges may apply. Firms may review and retrieve copies of the PBA Background Check and Badge Policy and the PBA Background Check and Badge Procedure documents on our website at [www.ktnpba.org](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.

### **3.6 Personal Property**

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

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

### **3.7 Removal of Contractor's Employees**

The successful contractor(s) agrees to utilize only experienced licensed, responsible, and capable people in the performance of the work. PBA may require that the successful contractor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of PBA.

### **3.8 Safety**

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

approved methods so as to restore the damaged areas to their original condition at the expense of the contractor.

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

### **3.9 Safety Efforts and Training**

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

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

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

### **3.10 Tax Compliance**

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

### **3.11 New Material**

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

### **3.12 Quantities**

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

### **3.13 Supplier Obligation**

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

### **3.14 Communications**

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

## **SECTION 4. STANDARD CONTRACT INFORMATION**

### **4.1 Contract Approval**

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

### **4.2 Proposal as Part of the Contract**

Part of all of this RFP and the successful proposal may be incorporated into the contract.

### **4.3 Additional Terms and Conditions**

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

### **4.4 Payment Method**

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

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

#### 4.5 Payment Processing Time

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

#### 4.6 Invoice Detail

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

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

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

- 4.6.1 The invoice must show the amount due to the contractor according to the contract terms and contracted rates.
- 4.6.2 The invoice must show the P.O. number, if applicable. If a P.O. was not issued, the contract number should be listed.
- 4.6.3 The invoice must show an itemized detailed material count, including: the date(s) of delivery or service, the project location(s) (PBA prefers to have all awarded locations on a single invoice), the associated unit price as stated in the contract, and the quantity, if applicable.
- 4.6.4 Invoices are to be original and uniquely pre-numbered.

#### 4.7 Invoice Review

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

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

---

## 4.8 Invoicing Procedures

- 4.8.1 Invoices are to be submitted within 60 days of the date the goods or services were delivered to PBA. PBA may deny invoices submitted after the 60-day threshold.
- 4.8.2 Under no conditions will PBA be liable for the payment of any interest charges associated with the cost of the contract.
- 4.8.3 Invoices for regularly scheduled monthly services must be submitted monthly after services have been completed. Invoices for services other than monthly services must be submitted after the service(s) is completed.
- 4.8.4 Each department of PBA is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that invoices specify the PO that relates to the invoice. If a PO was not issued, the invoice should identify the department that made the purchase. Payments must be credited to the invoice to which they relate; do not apply payments to the account as a whole, to the oldest outstanding invoice, or in any other manner.
- 4.8.5 There will be no component billing. P.O.s are encumbered by the total sum on the P.O. and cannot be split for partial payment. Only under extenuating conditions and approval by the PBA Director of Finance will partial payments be considered. No guarantee is offered for partial payments.
- 4.8.6 If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, please contact the PBA Finance Department at 865.215.4630 to determine its status. NOTE: The thirty (30) days does not start until PBA Finance has received and the user department has approved the invoice for payment.
- 4.8.7 If being utilized as a cooperative, each participating agency may require different invoicing information and procedures. This information and procedures will be provided to the successful contractor(s) prior to contract execution. There will be no additional charges for this information and procedures to be included.
- 4.8.8 There may be invoicing and payment stipulations in addition to or that contradict those listed herein that are applicable to more long-term projects. Any supplemental or superseding terms and conditions will be covered in other contractual documents subsequent to the award of this solicitation.

## 4.9 Contract Price Adjustments

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

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

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

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

#### **4.10 Subcontractors**

Provide a list of any subcontractors, their business address, and a summary of their role in this project and services.

PBA must approve subcontractor(s) prior to them beginning work. Subcontractors must carry the insurance coverage as outlined herein. It will be the contractor's responsibility to have satisfactory Certificates of Insurance and Endorsement Page(s) for any subcontractor(s). If requested by PBA, contractor will provide subcontractor(s)' Certificate of Insurance and Endorsement Page(s) to PBA Procurement without expense prior to them commencing work on any PBA project.

Contractor(s) may be required to fill out and submit a license verification form for each project that specifies subcontractors to be used with their applicable licensing information.

#### **4.11 Default**

PBA reserves the right, in case of contractor default, to procure the articles or services from other sources and hold the defaulting contractor responsible for any excess costs occasioned thereby.

Further, if the contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, PBA may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. PBA expressly retains all its rights and remedies provided by law in case of such breach, and no action by PBA shall constitute a waiver of any such rights or remedies. In the event of termination for default, PBA reserves the right to purchase its requirements elsewhere, with or without competitive solicitation to the maximum extent allowed by law.

#### **4.12 F.O.B. Point**

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

---

#### **4.13 Alterations and Amendments**

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

#### **4.14 Appropriation**

In the event no funds are appropriated by PBA for the goods and/or services in any fiscal year or insufficient funds exist to purchase the goods and/or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

#### **4.15 Assignment**

Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation, or person without the prior written specific consent of PBA.

#### **4.16 Compliance with All Laws**

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

#### **4.17 Indemnification/Hold Harmless**

Contractor shall indemnify, defend, save, and hold harmless PBA, its officers, agents, and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of contractor, their subcontractors, suppliers, agents or employees.

#### **4.18 Insurance Requirements**

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

As proof of the contractor's willingness to obtain and maintain the insurance, the supplier must complete, sign, have their insurance agent sign, and submit the attachment with their proposal.

---

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

#### **4.19 Governing Law**

The resulting contract from this solicitation shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

#### **4.20 Incorporation**

The resulting contract from this solicitation shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

#### **4.21 Conflicting Provisions**

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

#### **4.22 Liability for Materials/Products**

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

#### **4.23 Liability for Injury/Damages**

Contractor(s) must take precautions necessary to protect persons or property against injury or damage. Contractor(s) will be solely responsible for any such damage or injury to property or persons that occur as a result of their fault or negligence. Any damaged item(s) must be replaced or repaired at PBA's discretion at no additional cost to PBA. Any repairs/replacements shall match the existing in all cases and shall be completed to the satisfaction of PBA. All repairs must be completed in a timely manner. Contractor(s) will have thirty days from the date of such damage to complete repairs/replacements. However, if the damage is such that it cannot be repaired/replaced within thirty days, it shall not constitute a breach if corrective action is instituted by contractor(s) within such period and is diligently pursued until the property is substantially returned to the condition which existed immediately prior to the damage.

Should repairs not be made in a timely manner, PBA reserves the right to cause such repairs to be completed by an alternate source and charge the entire cost, plus a 20% administrative fee of such repairs to contractor(s).

#### **4.24 Limitations of Liability**

In no event shall PBA be liable for any indirect, incidental, consequential, special, or exemplary damages, or lost profits, even if PBA has been advised of the possibility of such damages.

#### **4.25 Remedies**

PBA shall have all rights and remedies afforded under the Uniform Commercial Code (U.C.C.) and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential, and compensatory damages, and reasonable attorney's fees.

#### **4.26 Severability**

If any provision of this contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

#### **4.27 Termination**

PBA may terminate this agreement with or without cause at any time, by written notice of termination to the contractor. If PBA terminates this Agreement, and such termination is not a result of a default by the contractor, the contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the Public Building Authority, and PBA shall have no further or other obligations to the contractor:

- a. the amount due to the contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the contractor would have been entitled to receive if the project had not been terminated; and
- b. the direct out-of-pocket costs incurred by the contractor for demobilization of any then current project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the project.

#### **4.28 Force Majeure**

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

---

#### **4.29 Title VI**

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

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

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

#### **4.30 Books and Records**

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

#### **4.31 Child Labor**

Contractor agrees that no products or services will be provided or performed under this contract which have been manufactured or assembled by child labor.

#### **4.32 Independent Contractor**

The contractor shall acknowledge that it and its employees serve as independent contractors and that PBA shall not be responsible for any payment, insurance, or incurred liability.

#### **4.33 Inspection and Acceptance**

Warranty periods shall not commence until PBA inspects and formally accepts the goods and/or services. The terms, conditions, and timing of acceptance shall be determined by PBA. Contractors are advised that the payment of an invoice does not necessarily constitute an acceptance of the services that are provided. Acceptance requires a specific written action by PBA so stating. PBA reserves the right to reject any or all items or services not in conformance with applicable specifications, and the contractor assumes

the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

#### **4.34 Right to Inspect**

PBA reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

#### **4.35 Warranty**

Contractor warrants to PBA that all items delivered, and all services rendered shall conform to the specifications, drawings, solicitation, and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. The contractor extends to PBA all warranties allowed under the U.C.C.

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

- Submit a copy of all warranties, specifically for Scope C and D, and an explanation of any instances which may impact warranty coverage.
- Equipment and installation (100% parts and labor) for one (1) year from date of final acceptance by PBA/City. System maintained and serviced against all malfunctions due to manufacturing or installation defects at no cost to PBA/City during warranty period, including preventative maintenance per manufacturer's recommendations or as necessary to keep equipment in good working order. Software support provided during warranty period to include all software upgrades at no additional cost to PBA/City. Scope D will have a two-year warranty requirement.
- Replace items taken from spare parts inventory during warranty period at no additional cost to PBA/City.
- Warranty response period will be Monday through Friday 8:00 a.m. to 5:00 p.m. excluding holidays. Response time from initiation of trouble call to onsite response by a qualified technician will include immediate telephone support available from 8:00 a.m. to 5:00 p.m. Monday through Friday and next-day onsite technical support no later than noon the following business day. If the supplier is not available for these responses, PBA may affect repairs with no impact on the warranty.
- Pre-qualify PBA designee to perform repairs and identify types of repairs each trained individual is qualified to perform after training PBA/City personnel.
- Preventative Maintenance Service during the warranty period will cover all systems. Procedures and frequencies are defined within the manufacturer's recommended maintenance procedures manual. Services include but are not limited to inspection, testing, necessary adjustment, lubrication, calibration, parts cleaning, communication system maintenance, server administration, and database administration of the hardware provided as part of this project. Maintain a log of all maintenance, preventative maintenance, and repair work performed under this warranty and provide to PBA/City at the end of the warranty period.

---

#### **4.36 Addition/Deletion of Goods, Locations, and/or Services**

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

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

#### **4.37 Changes After Award**

It is possible after award that PBA may change its needs or requirements. PBA reserves the right to make such changes after consultation with the contractor(s). Should additional costs arise, PBA reserves the right to consider accepting these charges provided the contractor(s) can document the increased costs. PBA also reserves the right to accept proposed service changes from the contractor(s) if they will lower the cost to PBA and/or provide improved service.

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

#### **4.38 Compliance with All Applicable Regulations**

Contractor agrees and covenants that the contractor, its agents, and employees will comply with all city, county, state, and federal codes, laws, rules, and regulations applicable to the business to be conducted under this contract. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, the contractor will bear all costs arising from them.

#### **4.39 Gratuities and Kickbacks**

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

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

#### 4.40 Patents and Copyrights

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

#### 4.41 Contract Renewal

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

### SECTION 5. PROPOSAL FORMAT AND CONTENT

#### 5.1 RFP Submittal Forms

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

#### 5.2 Supplemental Instructions

5.2.1 It is not necessary to return **PAGES 1 THROUGH 59** of this RFP in your response.

5.2.2 Pages **60 THROUGH 62** should be used as a checklist when preparing your response and must be completed and included with your submittal.

5.2.3 Pages **63 THROUGH 75** must be completed and returned.

#### 5.3 Proposal Content

The supplier's response must contain a thorough description of the background of the supplier and sufficient evidence showing that the supplier is capable of providing the goods and/or services. The supplier's response must thoroughly expound on the supplier's understanding of how the proposed services will meet PBA's needs. The proposal must also contain an explanation of the supplier's ongoing commitment to service. Suppliers must identify in writing any constraints or conflicts regarding system implementation. Include the cost, in writing, of rectifying such constraints or conflicts in response.

Suppliers must list manufacturers of each primary component of the system for all scopes.

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

Suppliers must submit with their proposal all product data information.

1. Software application and version(s)- Scopes A and B

2. Standard report samples including screenshots- Scope A
3. Proposer's workstation requirements for PBA/City provided workstations- Scope A
4. Application hosting service provider- Scope B
5. Payment card processing provider- Scope B
6. Payment card storage provider- Scope B
7. Payment card storage methodology and security- Scope B
8. Screenshots of customer account app and web pages- Scope B
9. Sample transaction and revenue reports- Scope B and C
10. Description of customer payment process- Scope B
11. Sample PbC sign design to market the PbC program- Scope B
12. Sample PbC sticker to adhere to MSMs to market program- Scope B
13. Display of user interface, including description of display screen- Scope C
14. Operating temperature and humidity ranges- Scope C and D
15. Housing material and access panel location- Scope C
16. Installation and mounting requirements- Scope C and D
17. Solar-panel performance and requirements- Scope C
18. Description of vault locking system- Scope C
19. List of modular components that may be replaced by hand- Scope C and D
20. List of components that require tools for replacement and identify which tools are required- Scope C and D
21. Description of CMS software including configuration diagram, software platforms and programming language, communication protocol, polling procedures, transaction message flow from peripheral devices to and through CMS, communication failure/error identification and recovery, fault tolerance, back-up procedures, data storage procedures, and retrieval procedures- Scope C
22. Description of CMS software including configuration diagram, software platforms and programming language, communication protocol, polling procedures, transaction message flow from peripheral devices to and through CMS, describe how data and license plate images are transferred in real time, describe the minimum, maximum, and average amount of time in seconds the system will take to transmit and receive images and data, including what parameters or conditions will affect transmission times and what percentage of each type of transmission can be expected to be transmitted within the average transmission time, describe any file limitations in downloading, sending, and storing license plate images, communication failure/error identification and recovery, fault tolerance, back-up procedures, data storage procedures, and retrieval procedures- Scope D
23. Screenshots of dashboards and payment process- Scope C
24. Sample maintenance reports- Scope C
25. Spare Parts List: part name, part number and unit price- Scope C and D
26. Detail of user interface- Scope D
27. Camera housing materials- Scope D
28. Photos of installed system, including and identifying base products and options- Scope D
29. Description of LPR paid parking and time-limit enforcement sequence- Scope D
30. Description of non-license plate time-limit sequence- Scope D
31. Screenshots of dashboard, license plate images, databases, enforcement reports, and statistical reports- Scope D
32. Substitutions: it is recognized that there are variations between suppliers. Where functional performance features or quality of system varies materially from that specified, identify

substation being proposed. Include catalog sheets, brochures, and/or technical specifications of the proposed substitution.

If cellular communication technology is proposed for Scope C and/or D, the supplier must provide the following must be provided with the submittal:

- a) Underlying technology proposed, i.e. 4G LTE, 5G, 5G UWB, etc.
- b) Cut sheet(s) of the cellular components
- c) Monthly service cost per line of service and in total
- d) Expected end-of service date of the cellular components based on known carrier sunset dates for the proposed technology. If no sunset dates are known, include statement indicating such.
- e) A complete list of carriers compatible with the proposed cellular technology  
Proposer's detailed plan to provide a cellular site survey and carrier selection or recommendation. Cellular site survey will be required after contract award.

Supplier must list and describe active integrations with Citation Management Systems and Parking Meter Systems from other suppliers. Include only ongoing integrations active for at least one (1) year. Do not include planned or potential integrations. Include location, size of operation, reference contact information, and other PbC providers, if applicable.

Supplier must list and describe current integrations with SSMS, MSMS, and PbC from other suppliers. Include only those integrations which are ongoing and have been active for at least a one (1) year. Do not include planned or potential integrations. Include location, size of operation, and reference contact information.

#### **5.4 Proposal Layout**

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

#### **5.5 Personnel and Qualifications of Staff**

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

#### **5.6 References**

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

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

## 5.7 Copies

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

## 5.8 Recycling

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

## 5.9 Signing Proposals

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

## 5.10 Cooperative Purchasing

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

## 5.11 Cost Proposal

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses, payroll, supplies, overhead, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by PBA. No additional charges shall be allowed.

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

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

## 5.12 Licenses and Certifications

Suppliers must provide with their response a copy of all current Tennessee, Knoxville, Knox County, and/or EPA, and other applicable license(s) that they and their employees hold.

Suppliers **must** provide a copy of their entity’s valid business tax license or an affidavit explaining why the entity is exempt from the business licensure requirements of the city or county in which it is headquartered.

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

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

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

### **5.13 Exceptions to Solicitation**

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

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

Exception(s), deviation(s), and variation(s) listed in **Tab VIII** will be considered during the evaluation process. Submittals listed exception(s), deviation(s), and/or variance(s) are considered conditional or qualified offered and are subject to rejection in whole or in part.

### **5.14 Bonds**

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

## SECTION 6. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### 6.1 Summary of Evaluation Process

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A detailed evaluation will be performed to evaluate all responsive proposals. No cost information will be considered at this stage. Each proposal will be evaluated and scored based on the degree to which they meet the stated evaluation criteria.
- 3) The evaluators will submit their final individual scores to the procurement representative, who will then compile the scores and calculate awarded points as set out below.
- 4) The procurement representative will calculate scores for cost proposals as set out below and add those scores to the awarded points.
- 5) The procurement representative may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 6) PBA will then conduct any necessary negotiations with the highest scoring offeror(s) and award a contract if the negotiations are successful.

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

### 6.2 Evaluation Criteria

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

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria	CRITERIA FACTORS	Weight
Service, Experience, Qualifications, Capabilities, Availability, Financial Health	<ul style="list-style-type: none"> <li>• Qualification and experience of the contractor in providing high quality services of similar type or work in this solicitation.</li> <li>• Availability of high-quality contractor personnel with required skills and experience</li> <li>• Financial viability and stability</li> </ul>	20 pts

Understanding the Project/Services	<ul style="list-style-type: none"> <li>• Summary of understanding of the Scope of Work</li> <li>• Capacity of the supplier to meet the deliverables including staff and products.</li> <li>• See Section 6.4</li> </ul>	30 pts
Approach	See Section 6.5	30 pts
References		5 pts
	Total	85 pts

Cost Criteria	Weight
Cost Proposal	(Submittal Form B) 15 pts
	Total 100 pts

**TOTAL EVALUATION POINTS AVAILABLE: 100**

PBA reserves the right to ascertain if the prices submitted are realistic and within the competitive range for these products. PBA will consider past experiences and/or concerns with suppliers during the evaluation stage.

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

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

**6.3 Award**

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

PBA will consider multiple proposals that meet specifications.

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

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

## 6.4 Understanding the Services

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

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the services that will enhance customer service and facilitate greater operational efficiencies?
- 2) To what degree has the offeror demonstrated an understanding of the deliverables PBA/City expects it to provide?
- 3) How well has the offeror detailed a schedule of project requirements including milestones for delivery, installation, training, and testing?

## 6.5 Approach

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

- 1) Did the Firm clearly outline the Firm's approach/plan to accomplish the goals listed in the RFP including anticipated project milestones, detailed plan for design, implementation, phasing, and migration from current system, training, and testing?
- 2) How well does the outlined approach/plan meet the needs of PBA and the City?
- 3) Did the Firm recommend a reputable brand of devices and technology and describe the pros and cons of in their operational plan?
- 4) Did the firm describe reconciliation, audit, and PBA/City remuneration processes?
- 5) Did the firm describe how service interruptions are minimized, as well as resolved?

## 6.6 Right to Use

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

# SECTION 7. GENERAL PROCESS

## 7.1 No Contact Policy

After the date and time that the supplier receives this solicitation, any contact initiated by any supplier with any PBA representative concerning this RFP, other than the Procurement Office representative listed herein, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the supplier from this procurement transaction. The No Contact Period is in effect until seven (7) days after the Intent(s) to Award is issued.

## **7.2 Site Inspection**

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

## **7.3 RFP Opening**

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

## **7.4 Clarification of Offers**

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

## **7.5 Waiving of Informalities**

PBA reserves the right to waive minor informalities or technicalities when it is in the best interest of PBA. Any such waiver will not modify any remaining requirements of the RFP or excuse the supplier from full compliance with the RFP's specifications and other contract requirements if the supplier is awarded the contract.

## **7.6 Supplier Interviews/Demonstrations**

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 and/or demonstrations to gain additional insight into the capabilities and features of the proposed services and to ask questions regarding any portion of same.

## **7.7 Proof of Capability**

Each supplier may be required, before the award of any contract, to show to the complete satisfaction of PBA's Director of Finance that they have the necessary facilities, ability, and financial resources to furnish the services and/or goods specified herein in a satisfactory manner, and the supplier may also be required to show past history and references which will enable the Director of Finance to be satisfied as to the supplier's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.

## **7.8 Rejection of Proposals**

PBA reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of PBA may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal will be construed as

meaning simply that PBA does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to PBA for the particular services proposed.

## **7.9 Disadvantaged Business Enterprises**

PBA encourages the meaningful participation of minority-owned businesses. It is the intent of PBA to maintain a minimum procurement goal of 10% participation from minority-owned, women-owned, small businesses, and/or diverse businesses.

## **7.10 Contract Execution**

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

## **7.11 Negotiation**

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

## **7.12 Reports**

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

## **7.13 Offer Withdrawal**

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

## **7.14 Public Records Act**

PBA is subject to the TCA § 10-7-503 et seq. Suppliers are cautioned that all documents submitted on behalf of this RFP may be open to the public for viewing and inspection when the intent(s) to award are issued, and PBA will comply with all legitimate requests.

### **7.15 PBA Not Responsible for Preparation Costs**

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

### **7.16 Procurement Manual**

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

## **SECTION 8. ATTACHMENTS AND FORMS**

### **8.1 Attachments and Forms**

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

**Attachment A****Submission Checklist**

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

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

**TAB I      COVER LETTER**

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

**TAB II      SUPPLIER INFORMATION**

- Company name, address and telephone/fax numbers, website address
- Supplier's email address
- Business Tax License (County and City, as applicable)
  - If not subject to Business Tax Licensure, affidavit explaining why entity is exempt from the business tax licensure requirements; and
  - Registration to do business in the state of Tennessee
- Employer Identification Number (EIN)
- Contact name(s), telephone number(s), and email address(es)
- Location of the office from which service will be provided, if awarded, including hours of operation.
- Information noting whether your company is Minority-, Women-, Veteran-Owned, Small business, or a combination thereof as detailed in Section 7.9. Include any third party or other certification supporting the company's designation(s).
- Any applicable licenses (Contractor, EPA, etc..)

**TAB III      Submittal Form Questionnaire**

- Include the attached Submittal Form Questionnaire in this section.

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

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

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

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

- Number of years of experience providing the services requested in this RFP.
- Number of years in business
- State the name, business address, office phone number, and cell phone number for each employee working out of your local office that will be available to provide services to PBA, if awarded. Description of supplier's presence in the United States and in Tennessee
- Statement of knowledge and experience; highlight government experience providing the services detailed in this RFP. Offerors must provide proof that they have provided services similar in scope for at least five (5) consecutive years prior to the issuance of this RFP.
- Provide a list of government services completed in the last twelve months noting the scope, size in dollars, square footage, and client's name, point of contact, phone number, and email address.
- If you intend to sub-contract any portion of the contract if awarded?
  - If so, to who? In what role?
- Provide the phone number and/or email address to be used for contacting your company for service requests. Provide email, web portal, and/or phone number for support tickets. Provide maximum report and on-site service response times from time of service request. If there are any special procedures, please include the instructions.
- Provide an organization chart for your company including the names and titles of key personnel.
- Suppliers must state the name, business address, email address, office phone number and cell phone number for the direct contact personnel to be assigned to PBA for all services including supervisors, if awarded. Include a resume outlining their related project accomplishments, tenure with the company, related accomplishments, certifications achieved, and/or training completed related to the intent of this RFP. Include all fill-in personnel or personnel available from other branches, if applicable.
- Provide a list of manufacturers of each primary component of the system for Scope A.
- Provide Product Data for Scope A: software application and version(s), standard report samples including screenshots, and workstation requirements.
- Suppliers must list and describe current integrations with SSMS, MSMs, Citation Management Systems, Parking Management Systems, and PbC from other suppliers. Include only those integrations which are ongoing and have been active for at least a one (1) year.
- Describe reconciliation, audit, and PBA/City remuneration processes for Scope B, if applicable.
- Describe how service interruptions for Scope B are minimized and resolved, if applicable.
- Provide the minimum number of programmable time slots per day and per week for Scope B, if applicable.
- Provide a detailed schedule of project requirements including milestones for fabrication, delivery, installation, training and testing for Scope C and Scope D, if applicable.
- Provide any warranty information as detailed in Section 4.35.
- PBA/City's anticipated substantial completion date for all equipment installation and software implementation is December 31, 2024. Suppliers must indicate in their submittal if this is an attainable timeline. If this is not an attainable timeline, suppliers must provide the proposed timeline

**TAB V      UNDERSTANDING THE PROJECT/SERVICES**

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

**TAB VI      APPROACH**

- Outline your approach to the services/work. Refer to Section 6.2 and 6.5 for relevant evaluation criteria.

**TAB VII**      **REFERENCES**

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

**TAB VIII**      **EXCEPTIONS TO SOLICITATION**

- Suppliers must state exceptions, deviations, and/or variations, if any, as detailed in Section 5.13.
- Suppliers must identify any constraints or conflicts regarding system implementation for Scope A.
- Suppliers must identify any constraints or conflicts regarding system implementation for Scope B.
- Suppliers must identify any constraints or conflicts regarding system implementation for Scope C.
- Suppliers must identify any constraints or conflicts regarding system implementation for Scope D.

**TAB IX**      **ATTACHMENTS AND ADDITIONAL INFORMATION**

Suppliers **must** include:

- All related information as stated in Section 5.3 Proposal Content.
- Certifications and Affidavits. See Section 8.1(e).
- Insurance Affidavit. See Section 8.1(f).

Suppliers **may** include:

- Additional information regarding their company and the services they offer, believe are necessary to fully provide the services, or believe would be beneficial to PBA within the context of the services requested in this RFP.

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

**TAB X**      **COMPANY'S PRICING AND/OR DISCOUNTS**

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

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

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

**Finalize Proposal Package**

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

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

Attachment B

Cost Proposal

Supplier’s Name: \_\_\_\_\_

9.1 **SCOPE A: CITATION MANAGEMENT RATES:** Suppliers are to provide firm pricing for each item as listed in the tables below. **The price listed must include all costs associated with the work (e.g.: supplies, insurance, salaries, per diems, overhead, profit, fuel, licenses, and vehicle costs).** Do not leave any fields blank, if your firm does not provide service, please enter N/A.

CITATION MANAGEMENT RATES	ITEM	FEES	UNIT	PRICE EACH	QUANTITY	TOTAL
	9.1.1	Past Citation Interface (initial one-time fee)		\$		\$
	9.1.2	System set-up, transition, training (initial one-time fee)		\$		\$
	9.1.3	PbC Integration (initial one-time fee)		\$		\$
	9.1.4	CC Processor Image (initial one-time fee)		\$		\$
	9.1.5	Meter Integration (initial one-time fee)		\$		\$
	9.1.6	Per Citation Issued (annual fee)		\$		\$
	9.1.7	Manual Citation Entry if PBA/City enters (annual fee)		\$		\$
	9.1.8	Mail-in Payment (annual fee)		\$		\$
	9.1.9	Convenience fee to customer (annual fee)		\$		\$
	9.1.10	Registered owner acquisition, in-state (annual fee)		\$		\$
	9.1.11	Registered owner acquisition, out-of-state (annual fee)		\$		\$
	9.1.12	Delinquent Notice (annual fee)		\$		\$
	9.1.13	% of delinquent fees collected after delinquent notice (annual fee)		\$		\$
	9.1.14	Follow-up letter (annual fee)		\$		\$
	9.1.15	Send to collection agency (annual fee)		\$		\$
9.1.16	% of fees collected after sending to collection agency (annual fee)		\$		\$	

	9.1.17	Online appeals (annual fee)		\$		\$
	9.1.18	Subscription fees (annual fee)		\$		\$

**9.2 SCOPE A: CITATION MANAGEMENT HANDHELD FEES:**

HANDHELD FEES	ITEM	DESCRIPTION	UNIT	PRICE EACH	QUANTITY	TOTAL
	9.2.1	Handheld Citation Writing Device		\$		\$
	9.2.2	Integrated Printer		\$		\$
	9.2.3	Integrated Camera		\$		\$
	9.2.4	Service on Handheld Equipment (annual fee)		\$		\$
	9.2.5	Supplies, including paper (annual fee)		\$		\$
	9.2.6	Spare parts (annual fee)		\$		\$
	9.2.7	Unlimited data plan (annual fee)		\$		\$
	9.2.8	Handheld Accessories-Shoulder Strap		\$		\$
	9.2.9	Handheld Accessories-Case		\$		\$
	9.2.10	Handheld Accessories-Spare Battery		\$		\$
	9.2.11	Handheld Accessories-Docking Station		\$		\$
	9.2.12	Handheld Accessories-Shipping		\$		\$

**SCOPE A FIRST YEAR GRAND TOTAL:** \_\_\_\_\_

**9.3 SCOPE B: PAY-BY-CELL PHONE PRICING:** Price includes the provision of all material, labor, equipment, and services necessary to furnish and install a fully integrated PbC system. Do not leave any fields blank, if your firm does not provide service, please enter N/A.

PAY-BY-	ITEM	DESCRIPTION	UNIT	PRICE EACH	QUANTITY	TOTAL
	9.3.1	PbC System Set-up (initial one-time fee)		\$		\$

<b>9.3</b>	9.3.2	Citation Management Integration (initial one-time fee)		\$		\$
	9.3.3	Parking meter integration (initial one-time fee)		\$		\$
	9.3.4	Other PbC vendor integration (initial one-time fee)		\$		\$
	9.3.5	Credit card processing set-up (initial one-time fee)		\$		\$
	9.3.6	Credit Card Processing fee (annual fee)		\$		\$
	9.3.7	Management fee (annual fee)		\$		\$
	9.3.8	PbC Signs		\$		\$
	9.3.9	PbC adhesive stickers		\$		\$

**SCOPE B FIRST YEAR GRAND TOTAL:** \_\_\_\_\_

**9.4 SCOPE C: PAY-BY-PLATE MULTI-SPACE PARKING METER (MSM) PRICING:** Price includes the provision of all material, labor, equipment, and services necessary to furnish and install a fully integrated MSM system. Do not leave any fields blank, if your firm does not provide service, please enter N/A.

<b>PAY-BY-PLATE MSM FEES</b>	ITEM	DESCRIPTION	UNIT	PRICE EACH	QUANTITY	TOTAL
	9.4.1	MSM Set-up (initial one-time fee)		\$		\$
	9.4.2	SSSM Set-up (initial one-time fee)		\$		\$
	9.4.3	CMS Set-up (initial one-time fee)		\$		\$
	9.4.4	PbC integration (initial one-time fee)		\$		\$
	9.4.5	Citation Management integration (initial one-time fee)		\$		\$
	9.4.6	Credit Card Processing fee (annual fee)		\$		\$
	9.4.7	Management fee (annual fee)		\$		\$
	9.4.8	Unlimited Data Plan (annual fee)		\$		\$
	9.4.9	Equipment Service Contract (annual fee)		\$		\$

	9.4.10	Multi-Space Meter		\$		\$
	9.4.11	Concrete Pad		\$		\$
	9.4.12	Mounting Brackets		\$		\$
	9.4.13	MSM Signs		\$		\$
	9.4.14	EMV Reader		\$		\$
	9.4.15	Paper rolls		\$		\$
	9.4.16	Spare Coin Vaults		\$		\$
	9.4.17	Shipping		\$		\$
	9.4.18	Color LCD Touch Screens		\$		\$
	9.4.19	Service fee after one-year warranty ends (annual fee)		\$		\$
	9.4.20	Parts contract fee after one-year warranty ends (annual fee)		\$		\$
	9.4.21	Maintenance fee after one-year warranty ends (annual fee)		\$		\$

**SCOPE C FIRST YEAR GRAND TOTAL (excluding 9.4.18-9.4.21):** \_\_\_\_\_

**9.5 SCOPE D: MOBILE LICENSE PLATE RECOGNITION (LPR) ENFORCEMENT PRICING:** Price includes the provision of all material, labor, equipment, and services necessary to furnish and install a fully integrated LPR system. Do not leave any fields blank, if your firm does not provide service, please enter N/A.

MOBILE LPR ENFORCEMENT FEES	ITEM	DESCRIPTION	UNIT	PRICE EACH	QUANTITY	TOTAL
	9.5.1	System Set-up, installation, commissioning, training (initial one-time fee)		\$		\$
	9.5.2	CMS Set-up (initial one-time fee)		\$		\$
	9.5.3	PbC Integration (initial one-time fee)		\$		\$
	9.5.4	MSM integration (initial one-time fee)		\$		\$
	9.5.5	Software cost (list relevant modules if applicable, annual fee)		\$		\$

	9.5.6	Data Plan (annual fee)		\$		\$
	9.5.7	Camera set(s) for 1 vehicle for both left and right view		\$		\$
	9.5.8	Computer/tablet to operate software/cameras		\$		\$
	9.5.9	Freight (if applicable)		\$		\$
	9.5.10	Extended Warranty		\$		\$
	9.5.11	Maintenance Service		\$		\$
	9.5.12	Spare Parts		\$		\$
	9.5.13	Service fee after one-year warranty ends (annual fee)		\$		\$
	9.5.14	Parts contract fee after one-year warranty ends (annual fee)		\$		\$
	9.5.15	Maintenance fee after one-year warranty ends (annual fee)		\$		\$

**SCOPE D FIRST YEAR GRAND TOTAL (excluding 9.5.13-9.5.15):** \_\_\_\_\_

**9.6 ADDITIONAL SERVICE AND PRODUCT FEES:** Do not leave any fields blank. Please use a separate piece of paper if you need to itemize any pricing based on brand or category.

ADDITIONAL SERVICE FEES	ITEM	DESCRIPTION	PRICING
	9.6.1	Percent markup for sub-contractors, if applicable.	
9.6.2	Cost per Bond per \$1,000.00, if needed.		\$

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

**Attachment C**

**Submittal Form Questionnaire**

Question	Answer		
Will you allow cooperative purchasing under any resulting contract? See Section 5.10	YES	<b>OR</b>	NO
Did you include the correct number of copies? See Section 5.7	YES		
Will you accept PBA's credit card as payment? See Section 4.4	YES	<b>OR</b>	NO
Will you allow PBA designee(s) to tour and inspect your facility(ies)? See Section 7.2	YES	<b>OR</b>	NO
Will you offer a discount for payment (e.g.: volume discounts, prompt payment, EFT)?	YES	<b>OR</b>	NO
If yes, please provide details of discount for payment.			
Can your company meet all schedules and/or deadlines stated in this RFP?	YES	<b>OR</b>	NO
Do you intend to sub-contract any portion of the contract if awarded? See Section 4.10	YES	<b>OR</b>	NO
What email(s) should POs be sent to?			
What email should billing inquiries be sent to?			
Credit card system components are PCI DSS and EMV compliant.	YES	<b>OR</b>	NO
Citation Management System meets support, data, license, and operating system requirements as specified	YES	<b>OR</b>	NO
For Scope D, do cameras have ability to capture parallel and diagonally parked vehicles, read reflective and non-reflected license plates, ability to take still pictures, perform optical character recognition, read range of 9'-30', and have anti-theft mounting/removal brackets?	YES	<b>OR</b>	NO

**Attachment D**

**References**

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

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

Reference # 1

<b>Name of Company:</b> _____ <b>Contact Person:</b> _____
<b>Phone number:</b> _____ <b>Email address (required):</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>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>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 E****Submission Affidavits and Certifications**

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

do certify that on the

(Solicitation Title/Project Name)

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

 **NON-COLLUSION AFFIDAVIT**

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

 **NO CONTACT/NO ADVOCACY AFFIDAVIT**

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

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

 **DRUG-FREE WORKPLACE AFFIDAVIT**

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

**☐ CHILD CRIME AFFIDAVIT**

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

**☐ DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

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

**☐ IRAN DIVESTMENT ACT****CERTIFICATION OF NONINCLUSION**

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

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

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

**☐ NON-BOYCOTT OF ISRAEL**

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

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

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

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

The Conflict of Interest Policy can be found in the Procurement Manual at: [66589bac58f9404728b11dc7\\_PBA Procurement Manual 1.pdf \(website-files.com\)](https://www.ktnpba.org/doing-business-with-pba/66589bac58f9404728b11dc7_PBA_Procurement_Manual_1.pdf)

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

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

The Proposer hereby certifies to PBA as follows:

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

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

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

Complete for acknowledgement and agreement to comply below.

**ECONOMIC ASSOCIATION OR KINSHIP RELATIONSHIPS**

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

**COMMISSIONS**

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

\_\_\_\_\_  
BY (Authorized Representative, Organization)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

### Notarization of Affidavits

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

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

Proposer’s Name: \_\_\_\_\_

Being duly sworn, deposes, and says that:

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

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

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

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

\_\_\_\_\_  
NOTARY PUBLIC My Commission expires \_\_\_\_\_

**Attachment F**

**Insurance Affidavit**

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

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

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

a. \$1,000,000	Each Occurrence
b. \$2,000,000	General Aggregate
c. \$1,000,000	Personal & Advertising Injury
d. \$1,000,000	Products-Completed Operations Aggregate

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

3. The Firm must provide Liability Insurance with a limit not less than \$1,000,000 per claim per policy period, with a deductible satisfactory to PBA. Such coverage must be in effect prior to commencement of the contract and include prior-acts endorsement. The contractor(s) must maintain coverage in the same amount on a continual basis for at least five (5) years after the substantial completion of the work.
4. The contractor must purchase a Following Form Umbrella policy to provide coverage in the amount of \$1,000,000 in excess of the coverages specified in paragraphs 1 and 2.
5. All insurance policies procured by the contractor will provide for the waiver of subrogation of all claims against PBA, the City of Knoxville, Tennessee, and Knox County, Tennessee, the City of Knoxville, and their respective officers, directors, agents, employees, agencies, and Instrumentalities.
6. Carrier rating shall have a BEST's rating of A-VII or better or its equivalent.
7. The contractor and/or its insurance carrier will be responsible for notifying PBA of any pending cancelation, non-renewal or material change in coverage in accordance with the policy provisions. Copy of policy provisions must be provided to PBA, if requested.
8. PBA and the City of Knoxville 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 and the City of Knoxville, ATTN: Procurement, PO Box 2505, Knoxville, TN 37901. COIs may be emailed to [Procurement@ktnpba.org](mailto:Procurement@ktnpba.org).

**Insurance Agent's Statement and Certification: I have reviewed the above requirements with the contractor named below and have advised the contractor of required coverage.**

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

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

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

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

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