

The Procurement Office of the Public Building Authority of the County of Knox and the City of Knoxville, Tennessee, (hereinafter "PBA") will receive sealed bids for the provision of **New and Pre-Owned Vehicles** as specified herein. Bids must be received by **11:00 a.m. Eastern Time on May 14, 2024 Eastern Time**. Late bids will neither be considered nor returned.

**Please Deliver Bids to:**

**Bid Number 2024.025**  
**Public Building Authority – Procurement Office**  
**610 Richards Street**  
**Knoxville, Tennessee 37921**

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

**SECTION I GENERAL TERMS AND CONDITIONS**

**1.1 ADDITIONAL INFORMATION:** PBA requires requests for additional information to be routed to Brittany Daniels, Procurement Specialist. Questions may be emailed to [bdaniels@ktnpba.org](mailto:bdaniels@ktnpba.org). Please include "New and Pre-Owned Vehicles" in the subject line of the email. Information about the PBA Procurement Office may be obtained on the internet at <https://www.ktnpba.org/doing-business-with-pba>.

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

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

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

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

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

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

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

**1.6 CONFLICTS OF INTEREST:** PBA has adopted a resolution regarding conflicts of interest for employees and contractors. When submitting a response to the IFB, each supplier must certify that the submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce or any other fraudulent act punishable under the laws of Tennessee or the United States of America or the State of Tennessee. Please see Attachments A, B, and C.

**1.7 CONTRACTOR DEFAULT:** PBA reserves the right, in case of contractor default, to procure the articles or services from other sources and hold the defaulting contractor responsible for any excess costs occasioned thereby. Should the contractor default be due to a failure to perform or because of a request for a price increase, PBA reserves the right to remove the contractor from PBA's bidders' list for twenty-four (24) months.

- 1.8 COOPERATIVE PURCHASING:** Suppliers must indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.
- 1.9 COPIES:** PBA **requires** that bids other than those submitted through PBA's Online Procurement System, if permitted, be submitted with one (1) marked original and one (1) exact copy. PBA requests that submittals be concise with no duplication of answers.
- 1.10 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, will, shall) are declarative statements and the supplier must comply with the condition. Failure to comply with any such condition may result in their proposal being deemed non-responsive and disqualified.
- 1.11 ELECTRONIC TRANSMISSION OF SUBMITTALS:** Due to the nature of this solicitation PBA's Procurement Office **will** accept electronically transmitted proposals through PBA's On-Line Procurement System. Facsimile and email submissions are strictly prohibited.
- 1.12 ENTRANCE TO PBA SITES:** This RFP is not for the kind of service(s)/good(s) that would normally require entrance onto PBA-managed properties. In the event that contractor(s) have a purpose to enter PBA-managed property for purposes of the term contract, contractor(s) must adhere to all PBA policies (e.g. background check policy, no smoking policy, badge policy etc.).
- 1.13 EVALUATION OF TIE SOLICITATIONS:** A tie exists when two or more suppliers offer goods and/or services that meet all specifications, terms, and conditions at identical prices, including cash discount offered and any other value-based factors. A tie for quotes or bids will be broken by the following methods, in descending order of precedence:
- 1.13.1** Life Cycle Costing techniques would be utilized to determine the lifetime cost of the item from each supplier. If either item was more expensive over its lifetime, it would not be considered.
  - 1.13.2** Delivery factors such as lead times, schedules and cost could be considered.
  - 1.13.3** Locality would be a factor of the decision. If either supplier was local or if one supplier was in the state of Tennessee and the other one was not, the award can be made to the supplier having local ties.
  - 1.13.4** If no other method of breaking the tie is useful, a publicly witnessed drawing of lots or coin toss can be utilized.
  - 1.13.5** The responses could be rejected, and the item re-solicited.
- In the event that a proposal evaluation process results in two or more proposals receiving evaluation scores that tie for the rank of highest score, PBA will request best and final cost proposals from only those suppliers with scores that tie. PBA will then evaluate the best/final proposals from the tied suppliers to make a selection.
- 1.14 HOW TO DO BUSINESS:** PBA utilizes a web-based procurement software system, Vendor Registry. The system provides our clients with a more enhanced and end-user-friendly means of accessing our services. The system allows for online supplier registration and maintenance as well as online retrieval and submittal of quotes, bids, and proposals for our supplier clients.
- Prior to the closing of this IFB, *ALL PARTICIPATING SUPPLIERS* must be registered with the PBA Procurement Office. Registration may be completed online at <https://www.ktnpba.org>, Select the Register as a Vendor link to complete the registration process. There is a link for a "How To" guide on the website for your reference. If you have any questions, please contact the Procurement Office representative listed in Section 1.1 of this document.
- 1.15 INCURRED COSTS:** PBA will not be responsible for any costs incurred by the supplier in the preparation of their proposal.
- 1.16 MINORITY-OWNED, WOMEN-OWNED & DIVERSE BUSINESSES:** PBA encourages the meaningful participation of minority-owned businesses. It is the intent of PBA to maintain a minimum procurement goal of 10% participation from minority-owned, women-owned, small businesses, and/or diverse businesses.
- 1.17 MULTIPLE PROPOSALS:** PBA will consider multiple bids that meet specifications.

- 1.18 NO CONTACT POLICY:** After the date and time that the supplier receives this solicitation, any contact initiated by any supplier with any PBA representative concerning this IFB, other than the Procurement Office representative listed herein, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the supplier from this procurement transaction. The no contact period is in place until the intent to award(s) is issued and the window for award protest has closed.
- 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Contractors must, upon request, furnish satisfactory evidence of their ability to furnish products and/or services in accordance with the terms and conditions of these specifications. PBA will make the final determination as to the contractor's ability.
- 1.20 BID DELIVERY:** PBA requires suppliers, when hand delivering bids, to time and date stamp the envelope before submitting their response to the Procurement Office representative. The time clock in the Procurement Office will become the official record of time. PBA will not be responsible for technical difficulties experienced by suppliers trying to register less than twenty-four (24) hours prior to the bid opening time. See Section 1.14 for information regarding required supplier registration.

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

- 1.21 BID FORMAT:** This solicitation is in the IFB format. 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.
- 1.22 RECYCLING:** PBA, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper must:
- 1.22.1** Be submitted on recycled paper;
  - 1.22.2** Not include pages of unnecessary advertising.

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

Any such protest or question regarding the specifications or solicitation procedures must be received by the Procurement Office no later than **4:30 p.m. Eastern Time on April 29, 2024**. These requirements also apply to specifications that are ambiguous.

- 1.24 SIGNING OF BIDS:** In order to be considered, all submittals must be signed. **The original must be signed by a representative of the company authorized to contractually bind the company.** By signing the bid document, the supplier acknowledges and accepts the terms and conditions stated in the document and will legally bind the supplier to PBA's request for goods and/or services.
- 1.25 TAXES:** PBA direct purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.26 TERM CONTRACTS:** If this solicitation results in a term contract, PBA must receive all general price decreases that other similar customers receive.
- 1.27 TITLE VI:** It is the policy of PBA that all its services and activities be administered in conformance with the requirements of Title VI. Contractors must comply with the President's Executive Order Nos. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex, or national origin. Contractors must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion, or national origin. Contractors must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-kickback Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are incorporated by reference.

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

- 1.28 **USE OF BID FORMS:** Suppliers must complete the bid forms contained in the solicitation package. Failure to complete the bid forms may result in rejection of their submittal.
- 1.29 **WAIVING OF INFORMALITIES:** PBA reserves the right to waive minor informalities or technicalities when it is in the best interest of PBA.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

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

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

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

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

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

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

- 2.5 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records, and/or other evidence pertaining to the goods and/or services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by PBA or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents, and accounting records that represent the contractor's costs of manufacturing, acquiring, or delivering the products and/or services governed by this agreement.
- 2.6 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this contract which have been manufactured or assembled by child labor.
- 2.7 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits. All contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. A copy of each current license or permit must be submitted with the response. Failure to submit copies of these documents may lead to rejection of the proposal.
- 2.8 CONFLICTING PROVISIONS:** In the event of inconsistent or conflicting provisions of the contract and any documents related thereto (including but not limited to the IFBs, the submittal, the award, the special terms and conditions, the general terms and conditions, any subsequent project-specific contracts, the specifications, and the drawings) the provision that grants PBA the greater rights and/or imposes the greater obligations on the contractor shall prevail.
- 2.9 DEFAULT:** If the contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, PBA may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. PBA expressly retains all its rights and remedies provided by law in case of such breach, and no action by PBA shall constitute a waiver of any such rights or remedies. In the event of termination for default, PBA reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.10 GOVERNING LAW:** The resulting contract from this solicitation shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.
- 2.11 INCORPORATION:** All specifications, drawings, technical information, IFB, submittal, award, and similar items referred to or attached or which are the basis for this contract are deemed incorporated by reference as if set out fully herein.
- 2.12 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save, and hold harmless PBA, its officers, agents, and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of contractor, their subcontractors, suppliers, agents or employees.
- 2.13 INDEPENDENT CONTRACTOR:** The contractor shall acknowledge that it and its employees serve as independent contractors and that PBA shall not be responsible for any payment, insurance, or incurred liability.
- 2.14 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until PBA inspects and formally accepts the goods and/or services. The terms, conditions, and timing of acceptance shall be determined by PBA. PBA reserves the right to reject any or all items or services not in conformance with applicable specifications, and the contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.15 IRAN DIVESTMENT ACT:** By submission of their proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to Tennessee Code Annotated (TCA) § 12-12-106.

- 2.16 LIMITATIONS OF LIABILITY:** In no event shall PBA be liable for any indirect, incidental, consequential, special, or exemplary damages, or lost profits, even if PBA has been advised of the possibility of such damages.
- 2.17 NON-BOYCOTT OF ISRAEL ACT:** By submission of their proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tennessee Code Annotated (TCA) § 12-4-119. Each supplier and each person signing on behalf of any supplier further certifies that each supplier is not on the list created pursuant to TCA § 12-4-119. This provision shall not apply to contracts with a total value of less than Two Hundred Fifty Thousand Dollars (\$250,000) or to contractors with less than ten (10) employees.
- 2.18 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices. Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of PBA as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.19 PUBLIC RECORDS ACT:** PBA is subject to the TCA § 10-7-503 et seq. Suppliers are cautioned that all documents submitted on behalf of this IFB may be open to the public for viewing and inspection when the intent(s) to award are issued, and PBA will comply with all legitimate requests.
- 2.20 REMEDIES:** PBA shall have all rights and remedies afforded under the Uniform Commercial Code (U.C.C.) and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential, and compensatory damages, and reasonable attorney's fees.
- 2.21 SEVERABILITY:** If any provision of this contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.22 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.
- 2.25 TERMINATION:** PBA may terminate this agreement with or without cause at any time, by written notice of termination to the contractor. If PBA terminates this Agreement, and such termination is not a result of a default by the contractor, the contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the Public Building Authority, and PBA shall have no further or other obligations to the contractor:
- a. the amount due to the contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the contractor would have been entitled to receive if the project had not been terminated; and
  - b. the direct out-of-pocket costs incurred by the contractor for demobilization of any then current project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the project.
- 2.26 WARRANTY:** Contractor warrants to PBA that all items delivered, and all services rendered shall conform to the specifications, drawings, solicitation, and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. The contractor extends to PBA all warranties allowed under the U.C.C.

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

### SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** PBA intends for this solicitation to set forth and convey to prospective contractors the general type, character, and quality of new and pre-owned vehicles desired by PBA from a qualified firm(s) that offers the highest quality of service at an economical price. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality, and other factors detailed herein.
- 3.2 **ACCEPTANCE:** Contractors are advised that the payment of an invoice does not necessarily constitute an acceptance of the services that are provided. Acceptance requires a specific written action by PBA so stating.
- 3.3 **ADDITION/DELETION OF GOODS, LOCATIONS, AND/OR SERVICES:** PBA may, but will not be required to, request the contractor to add goods, locations, and/or services for PBA. The successful contractor(s) agrees that upon written designation by PBA, it will add such goods, locations, and/or services under the contract. Pricing for any additional goods, locations, and/or services will be negotiated with the contractor(s). Approvals must be in writing; there will be no verbal authorizations. PBA may delete locations and/or goods/services from the contract without terminating the entire contract.
- 3.4 **AGENCY CONTACTS:** Contractor(s) will be given a list of key personnel directly associated with the service to be performed for contact information. Only the PBA Procurement Office will have the authority to make changes during the term of this agreement and in compliance with the resulting contract.
- 3.5 **AWARD LENGTH:** PBA intends to issue a one (1) year award with the option to renew upon mutual consent of both parties. The term contract may be renewed for four (4) one-year periods, one (1) year at a time, for a possible total of five (5) years. The renewal option is at the discretion of PBA. PBA reserves the right to purchase these services from other sources if the need arises.
- PBA reserves the right to revoke the award if a pattern of unavailability or other service issues arise with the contractor(s). Should PBA desire not to renew, no reason needs to be given.
- 3.6 **CHANGES AFTER AWARD:** It is possible after award that PBA may change its needs or requirements. PBA reserves the right to make such changes after consultation with the contractor(s). Should additional costs arise, PBA reserves the right to consider accepting these charges provided the contractor(s) can document the increased costs. PBA also reserves the right to accept proposed service changes from the contractor(s) if they will lower the cost to PBA and/or provide improved service.
- 3.7 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the contractor, its agents, and employees will comply with all city, county, state, and federal codes, laws, rules, and regulations applicable to the business to be conducted under this contract. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, the contractor will bear all costs arising from them.
- 3.8 **CONTRACT EXECUTION:** The award of this IFB 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.
- 3.9 **CONTRACTOR CONTACTS:** It will be essential to the success of this contract to develop a good working relationship with the contractor(s). It is imperative that the PBA account be handled efficiently and professionally. PBA should be assigned no more than two (2) contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the PBA account, the contractor will formally introduce the new contacts to PBA personnel. These contacts must be knowledgeable of PBA's account to avoid any interruption of service.
- 3.10 **DESTINATION AND DELIVERY:** Suppliers must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery will be FOB Destination.

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

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

Company's Pricing and/or Discounts	100 Points
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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 and each criterion.

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

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

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

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



**3.15 EXCEPTIONS TO SOLICITATION:** Each bid submitted in response to this solicitation shall list any deviation(s), exception(s), or variation(s) to or from: the terms and conditions of this solicitation, any attachment(s) to this solicitation, the contents of any addendum to this solicitation, and/or any section(s) of this solicitation. An exception is defined as the proposer's inability or unwillingness to meet a term(s), condition(s), specification(s), or requirement(s) in the manner specified in this solicitation, including all attachments and addendum to this solicitation. Any and all exception(s), deviation(s), or variation(s) must be included in Tab IX of the submittal. Do not strike through or in any other way alter the IFB. Exception(s), deviation(s), and variation(s) listed within other sections of the submittal will not be reviewed or considered. Any deviation(s), exception(s), and/or variation(s) must be specific and reference the relevant section(s) of this solicitation. Failure to indicate any exception(s), note a deviation(s), and/or list a variation(s) will be interpreted as the supplier's intent to fully comply with the specifications and the terms as written. Exception(s), deviation(s), and variation(s) listed in Tab IX will be considered during the evaluation process. Submittals listed exception(s), deviation(s), and/or variance(s) are considered conditional or qualified offered and are subject to rejection in whole or in part.

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

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

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

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

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

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

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

**3.21 INVOICE REVIEW:** PBA will review all invoices and/or buyer's orders for adherence to the terms and conditions of the contract. Variations from the contract and contract pricing are strictly prohibited. Any variations found will result in the rejection of those invoices and/or buyer's orders.

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

- 3.22 PAYMENT FOR VEHICLES:** PBA will tender payment for vehicles at such time as PBA takes permanent possession of the vehicle. Payment will be in the form of a check. PBA will furnish a letter ensuring sufficient funds are available, if required. No other method of proof of funds shall be furnished. PBA will require a detailed buyer's order or equivalent to prepare the check.
- 3.23 NEGOTIATION:** PBA may select a successful supplier on the basis of initial offers received without discussions. Therefore, each proposal must contain the supplier's best terms from a cost or price and service standpoint. PBA reserves the right to enter into contract negotiations including, but not limited to, rates and term with the highest-rated supplier. If PBA and the selected supplier cannot negotiate a successful agreement, PBA may terminate said negotiations and begin negotiations with the next highest-rated supplier. PBA retains the right to negotiate with multiple suppliers simultaneously. This process will continue until an agreement has been reached or all suppliers have been rejected. No supplier will have any rights against PBA arising from such negotiations.
- 3.24 NEWS RELEASES BY CONTRACTORS:** As a matter of policy, PBA does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of PBA.
- 3.25 OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the supplier makes a request in writing to the PBA Procurement Office **prior** to the time set for the closing of the IFB or unless PBA fails to accept within ninety (90) days after the date fixed for closing the IFB.
- 3.26 PRICING:** Contractor warrants that the unit price stated for all items will remain firm for a period of twelve (12) months from the first day of the contract period. If the contractor's price is increased after the initial year, PBA must be given a written notice to consider. Written notice must be received a minimum of ninety days prior to the contract renewal date. Such request must include at a minimum, (1) the cause for the adjustment; and (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected, the contractor may:
- a. Continue with existing prices;
  - b. Submit a lower request for price increase;
  - c. Not accept the renewal offer.

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

- 3.27 BID CONTENT:** The supplier's response must contain a thorough description of the background of the supplier and sufficient evidence showing that the supplier is capable of providing the goods and/or services. The supplier's response must thoroughly expound on the supplier's understanding of how the proposed services will meet PBA's needs. The proposal must also contain an explanation of the supplier's ongoing commitment to service.
- 3.28 BID EVALUATION:** In evaluating the bids, PBA reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of PBA. All material submitted becomes the property of PBA.
- 3.29 QUALIFICATION OF SUPPLIERS:** Each supplier may be required, before the award of any contract, to show to the complete satisfaction of PBA's Director of Finance that they have the necessary facilities, ability, and financial resources to furnish the services specified herein in a satisfactory manner, and the supplier may also be required to show past history and references which will enable the Director of Finance to be satisfied as to the supplier's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.

- 3.30 QUANTITIES:** PBA does not guarantee any quantities of services or materials to be purchased from this term contract.
- 3.31 REJECTION OF BIDS:** PBA reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of PBA may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid will be construed as meaning simply that PBA does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to PBA for the particular services proposed.
- 3.32 REPORTS:** Successful contractor(s) may be asked to generate needed reports or historical records. Examples include, but are not limited to: past purchases, dates of projects, maintenance and/or repair histories, and/or products used. PBA will expect to receive prompt and legible reports. There will be no additional costs for these reports, if requested.
- 3.33 SUBMIT QUESTIONS:** Prospective contractors may submit questions concerning this solicitation until **4:30 p.m. Eastern Time on April 29, 2024**. Submit questions as noted in Section 1.1.
- 3.34 SUPPLIER INTERVIEWS:** PBA requests that suppliers demonstrate their capabilities as well as a thorough knowledge of the intent of this IFB. PBA reserves the right to request interviews to gain additional insight into the capabilities and features of the proposed services and to ask questions regarding any portion of same.
- 3.35 SUPPLIER OBLIGATION:** Each supplier must become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a supplier to become acquainted with existing conditions will in no way relieve the supplier of any obligations with respect to this IFB or to the contract.

#### **SECTION IV SPECIFICATIONS**

- 4.1 SCOPE OF WORK:** PBA is seeking a contractor(s) for the provision of new and pre-owned vehicles to include, but not be limited to, sedans, SUVs, utility/cargo vans, class 1 trucks, class 2 trucks, and class 3 trucks.
- 4.2 CONTRACTOR'S RESPONSIBILITIES:** All work performed under this contract must be performed in accordance with all provisions of these specifications or plans and must be approved in writing by PBA. By submitting a proposal, the owner or their representative acknowledges and accepts this clause. The contractor(s) will be presumed to have made a reasonable review of the scope of services prior to the time of proposing and will be held responsible for all information available through the solicitation documentation, quote documentation, and/or inspection. The contractor(s) must immediately upon discovery, bring to the attention of PBA any conflicts that may occur among the various provisions of the specifications. Failure of the contractor(s) to bring conflicts or exceptions to the attention of PBA will allow PBA to require any changes deemed necessary before acceptance by PBA.
- 4.2.1** The contractor is responsible for ensuring correct odometer readings.
- 4.2.2** Contractor shall provide, at no additional cost, a Carfax or equivalent report for each pre-owned vehicle prior to purchase.
- 4.2.3** Contractors must provide at least one employee contact with the ability to speak, read, write, and understand English so PBA's staff can communicate effectively with them.
- 4.2.4** Contractor(s) must take precautions necessary to protect persons or property against injury or damage. Contractor(s) will be solely responsible for any such damage or injury to property or persons that occur as a result of their fault or negligence. Any damaged item(s) must be replaced or repaired at PBA's discretion at no additional cost to PBA. Any repairs/replacements shall match the existing in all cases and shall be completed to the satisfaction of PBA. All repairs must be completed in a timely manner. Contractor(s) will have thirty days from the date of such damage to complete repairs/replacements. However, if the damage is such that it cannot be repaired/replaced within thirty days, it shall not constitute a breach if corrective action is instituted by contractor(s) within such period and is diligently pursued until the property is substantially returned to the condition which existed immediately prior to the damage. Should repairs not be made in a timely manner, PBA reserves the right to cause such repairs to be completed by an alternate source and charge the entire cost, plus a 20% administrative fee of such repairs to contractor(s).
- 4.2.5** Contractor(s) must furnish the title(s) to the vehicle(s) at the time of purchase.

- 4.2.6 PBA requires government service vehicle registration plates, which require a Government Service Application from the Tennessee Department of Revenue. This application must be filled out and presented by an authorized official of the entity. As such, the contractor is not authorized to obtain and therefore not responsible for obtaining vehicle registration.
- 4.2.7 Once PBA informs the contractor(s) that PBA intends to purchase a specific vehicle, the contractor(s) will hold that specific vehicle for forty-eight (48) hours to allow PBA time to have a check prepared. The forty-eight (48) hours will not include weekends or PBA-observed holidays.
- 4.2.8 Contractor(s) must furnish a detailed “buyer’s order” or equivalent showing the itemization of the purchase at such time as PBA informs the contractor(s) of the intent to purchase a specific vehicle.
- 4.3 **LICENSES:** Suppliers must provide with their response a copy of their current business tax license(s) and their Motor Vehicle Dealer License. **Failure to provide this information may be cause for rejection of the submittal.** It will be the responsibility of the awarded contractor(s) to maintain copies of current licenses on file with the PBA Procurement Office for the full term of the contract.
- 4.4 **VEHICLES:**
- 4.4.1 PBA will primarily require SUVs not older than year model 2018 with no more than 50,000 miles. PBA is primarily seeking SUVs that are white; GMC Terrain is the preferred make and model. PBA may consider other years, makes, models, and colors as the purchasing user department requires.
- 4.4.2 Class 1, 2, and 3 trucks with utility beds are preferred. PBA is primarily seeking 4-wheel drive equipped trucks. No preferred year, make, model, or color.
- 4.4.3 Utility/cargo vans do not have a specified year, make, model, or color.
- 4.5 **PBA RESPONSIBILITIES:**
- 4.5.1 The PBA designee will be responsible for the inspection and final acceptance of all items after each delivery or pick-up.
- 4.5.2 PBA is responsible for applying for and obtaining vehicle registration.
- 4.6 **INSPECTIONS:** PBA reserves the right to have any vehicle independently inspected before purchase. PBA will bear the cost of any independent inspection.
- 4.7 **SUPPLEMENTAL INSTRUCTIONS:**
- 4.7.1 It is not necessary to return pages 1 through 12 of this IFB in your response.
- 4.7.2 Pages 13 through 14 should be used as a checklist when preparing your response and must be **completed** and **included** with your submittal.
- 4.7.3 Pages 15 through 40 must be completed and returned. NOTE: Each of these pages may require initials in the lower right corner or signatures. Note that page 40 is the template for future quotes and does not need to be returned with the submittal.

**SECTION V PROPOSAL FORMAT – INVITATION FOR BIDS NUMBER 2024.025 – NEW AND PRE-OWNED VEHICLES**

**SUPPLIER’S NAME:** \_\_\_\_\_

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

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

**TAB I COVER LETTER**

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

**TAB II SUPPLIER INFORMATION**

- Company name, address and telephone/fax numbers, website address
- Supplier’s email address
- Business Tax License (County and City, as applicable)
- Registration to do business in the state of Tennessee
- Employer Identification Number (EIN)
- Contact name(s), telephone number(s), and email address(es)
- Location of the office from which service will be provided, if awarded, including hours of operation.
- Will you allow Cooperative Purchasing as detailed in Section 1.8? Circle Yes or No
- Did you include the correct number of exact copies if submitting by hand as detailed in Section 1.9? Circle Yes or No
- Did you register/are you registered as a vendor as outlined in Section 1.14? Circle Yes or No
- Did you provide information noting whether your company is Minority-, Women-, Veteran-Owned, Small business, or a combination thereof as detailed in Section 1.16. Include any third party or other certification supporting the company’s designation(s). Circle Yes or No
- Will you accept PBA’s credit card as payment as detailed in Section 1.19? Circle Yes or No
- Are you sealing your submittal documents if submitting by hand as detailed in Section 1.23? Circle Yes or No
- Will you offer a discount for payment (e.g.: volume discounts, prompt payment, EFT)? If yes, please list the applicable details.
- Do you intend to sub-contract? Circle Yes or No

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

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

**SECTION V PROPOSAL FORMAT – INVITATION FOR BIDS NUMBER 2024.025 – NEW AND PRE-OWNED VEHICLES - CONTINUED**

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

**TAB IV COMPANY'S SERVICE, QUALIFICATIONS, AND CAPABILITIES**

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

Suppliers are to include:

- Provide the phone number and/or email address to be used for contacting your company for purchase requests. If there are any special procedures, please include the instructions.
- Does your firm sell new and/or used SUVs? Circle Yes or No
- Does your firm sell new and/or used sedans? Circle Yes or No
- Does your firm sell new and/or used Class 1 Trucks.? Circle Yes or No
- Does your firm sell new and/or used Class 2 Trucks? Circle Yes or No
- Does your firm sell new and/or used Class 3 Trucks? Circle Yes or No
- Does your firm sell new and/or used utility/cargo vans? Circle Yes or No

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

- Suppliers are to complete and include Section VI – Pricing

**TAB VI EXCEPTIONS TO SOLICITATION**

- Suppliers must state exceptions, deviations, and/or variations, if any, as detailed in Section 3.15.

**TAB IX ATTACHMENTS**

- Suppliers must include the fully executed Statement Concerning Conflicts of Interest Affidavit as detailed in Section 1.6.
- Suppliers must include the fully executed Iran Divestment Act Affidavit as detailed in Section 2.16.
- Suppliers must include the fully executed Non-Boycott of Israel Act Affidavit as detailed in Section 2.18.
- Suppliers must include the fully executed Drug-Free Workplace Affidavit as detailed in Section 3.11.
- Suppliers must include the fully executed FTA Affidavits for Lobbying and Suspension/Debarment as detailed in Section 3.16.
- Suppliers must include the Insurance Checklist (Attachment D) with their proposal as detailed in Section 3.19.

**TAB X ADDITIONAL INFORMATION**

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

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

**SECTION VI SUPPLIER PRICING FOR INVITATION FOR BIDS NUMBER 2024.025 – NEW AND PRE-OWNED VEHICLES**

**SUPPLIER’S NAME:** \_\_\_\_\_

**6.1 VEHICLE PRICING:** 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, delivery, overhead, profit, and fuel).** Do not leave any fields blank.

VEHICLE PRICING	ITEM	DESCRIPTION	CIRCLE YOUR RESPONSE FOR PRICING	RATE
	6.1.1	Percent discount off MSRP or cost-plus for new vehicles. (Contractor(s) must be able to show the MSRP or cost, the percent discounted or added, and the final cost to PBA).	Discount off MSRP OR Cost-plus	%
	6.1.2	Percent discount off MSRP or cost-plus for pre-owned vehicles. (Contractor(s) must be able to show the MSRP or cost, the percent discounted or added, and the final cost to PBA).	Discount off MSRP OR Cost-plus	%

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

**ATTACHMENT A  
PBA PROCUREMENT OFFICE  
INVITATION FOR BIDS NUMBER 2024.025  
PUBLIC BUILDING AUTHORITY CODE OF ETHICS**

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

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

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

**General Statement**

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

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

**Section 1. Definitions**

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

Initials \_\_\_\_\_



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

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

2.1 A Covered Person with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and to be included in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's or employee's vote on the measure.

2.2 In addition, the Covered Person shall recuse himself or herself from voting on the measure unless, in the judgment of the Ethics Officer, such personal interest is deemed to be de minimis, in which case recusal from voting on the measure is permissive rather than mandatory. In all other instances of a personal interest, following the disclosure thereof, the Covered Person shall recuse himself or herself from voting on the measure.

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

3.1 A Covered Person who must exercise discretion relative to any matter other than casting a vote, and who has a personal interest in the matter that affects, or that would lead a reasonable person to infer that it affects, the exercise of the discretion, shall disclose, before the exercise of the discretion when possible, the interest. In addition, the Covered Person shall recuse himself or herself from the exercise of discretion in the matter. The Covered Person shall disclose the personal interest to the Ethics Officer, unless the Covered Person is an employee, in which case the employee shall disclose the interest in accordance with PBA's human resources policies and the reporting structure then in effect.

3.2 A Covered Person who has a personal interest or potential personal interest in a project with which PBA is involved, whether or not PBA may or may not be directly involved in any direct transaction with the Covered Person, should disclose that interest as required by Section 3.1 as soon as he/she is aware of the circumstances. The Ethics Officer, or PBA's management, as the case may be, may then recommend to the Board or Administrator that PBA withdraw from involvement in the project or may simply disclose the interest or potential interest to the Board of Directors for its consideration.

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

4.1 Neither a Covered Person, nor any other person described in Section 1.3(c), may accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone:

(a) For the performance of an act, or refraining from performance of an act, that he or she would be expected to perform, or refrain from performing, in the regular course of his or her duties; or

(b) That a reasonable person would understand was intended to influence the vote, official action, or judgment of the Covered Person in executing the business of PBA; provided, however, that the following shall not be interpreted as an attempt to influence the action of a Covered Person: (i) a gift or gratuity that is not cash or a cash equivalent (such as a check or gift card), and which has a value of twenty-five dollars (\$25.00) or less, and (ii) gifts and gratuities from any single person or entity that comply with subsection (i) and do not exceed in the aggregate \$100.00 during any calendar year.

4.2 PBA's Administrator may direct that no PBA employee may accept a gift or gratuity, even though it may have a value of twenty-five dollars (\$25.00) or less.

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

5.1 A Covered Person may not disclose any information obtained in his or her official capacity or position of employment that is made confidential under state or federal law except as authorized by law.

5.2 A Covered Person may not use or disclose information obtained in his or her official capacity or position of employment with the intent to result in financial gain for himself or herself or any other person or entity.

Initials \_\_\_\_\_

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

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

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

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

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

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

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

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

Initials \_\_\_\_\_

## **Section 10. Violations.**

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

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

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

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

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

Initials \_\_\_\_\_

ATTACHMENT B  
PBA PROCUREMENT OFFICE  
INVITATION FOR BIDS NUMBER 2024.025

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

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

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

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

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

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

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

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

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

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

SECTION TWO: The following procedures shall apply:

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

Initials \_\_\_\_\_

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

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

**ATTACHMENT C  
PBA PROCUREMENT OFFICE  
INVITATION FOR BIDS NUMBER 2024.025**

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

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

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

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

The undersigned hereby certifies to PBA as follows:

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

Initials \_\_\_\_\_

Complete for acknowledgement and agreement to comply below.

**ECONOMIC ASSOCIATION OR KINSHIP RELATIONSHIPS**

*Person/Entity*                      *Relationship*

**COMMISSIONS**

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

---

BY (Authorized Representative, Organization)

---

DATE

---

PRINTED NAME

---

TITLE

---

ADDRESS

SWORN TO AND SUBSCRIBED BEFORE ME

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

---

Notary Public

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

*(Affix seal)*

**ATTACHMENT D  
PBA PROCUREMENT OFFICE  
INVITATION FOR BIDS NUMBER 2024.025  
INSURANCE CHECKLIST**

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

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

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

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

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

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

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

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

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

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



ATTACHMENT E  
PBA PROCUREMENT OFFICE  
INVITATION FOR BIDS NUMBER 2024.025  
AFFIDAVIT OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT  
TENNESSEE CODE ANNOTATED, SECTION 12-12-106

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

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

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

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

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

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

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

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

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

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

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

*(Affix Seal)*

ATTACHMENT F  
PBA PROCUREMENT OFFICE  
INVITATION FOR BIDS NUMBER 2024.025  
AFFIDAVIT OF COMPLIANCE WITH  
NON-BOYCOTT OF ISRAEL  
ACT  
TENNESSEE CODE ANNOTATED, SECTION 12-4-119

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

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

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

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

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

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

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

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

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

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

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

*(Affix Seal)*

**ATTACHMENT G**  
**PBA PROCUREMENT OFFICE**  
**INVITATION FOR BIDS NUMBER 2024.025**  
**TENNESSEE CODE ANNOTATED TITLE 50 EMPLOYER AND EMPLOYEE**  
**CHAPTER 9 DRUG-FREE WORKPLACE PROGRAMS**  
**Current through the 2021 First Extraordinary and the 2021 Regular Sessions**

**§ 50-9-101**

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

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

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

TENNESSEE CODE ANNOTATED

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

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

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

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

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

Acts 2000, ch. 918, §§ 1, 2.

TENNESSEE CODE ANNOTATED

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**ATTACHMENT H  
PBA PROCUREMENT OFFICE  
INVITATION FOR BIDS NUMBER 2024.025  
AFFIDAVIT OF COMPLIANCE WITH  
DRUG-FREE WORKPLACE PROGRAM**

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

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

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

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

Further, Affiant saith not.

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

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

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

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

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

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

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

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

*(Affix Seal)*

ATTACHMENT I  
PBA PROCUREMENT OFFICE  
INVITATION FOR BIDS NUMBER 2024.025

A. Federal Transportation Administration Clauses

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

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

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

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

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

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

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

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

The following access to records requirements apply to this Contract:

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

Initials \_\_\_\_\_

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

**e. Federal Changes.**

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

**f. Termination.**

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

Initials \_\_\_\_\_

**g. Civil Rights Requirements.**

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

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

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

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_



5) Voluntarily excluded from participation in any federally assisted Award; or

6) Disqualified from participation in any federally assisted Award.

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

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

**k. Breaches and Dispute Resolution.**

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

Initials \_\_\_\_\_

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

**i. Lobbying.**

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

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

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

The Contractor agrees:

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

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

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

**o. Safe Operation of Motor Vehicles**

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

Initials \_\_\_\_\_

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

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

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

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

q. **Conformance with ITS National Architecture**

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

Initials \_\_\_\_\_

## FTA Terms and Conditions

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

Initials \_\_\_\_\_

ATTACHMENT J  
PBA PROCUREMENT OFFICE  
INVITATION FOR BIDS NUMBER 2024.025

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

**ATTACHMENT K  
PBA PROCUREMENT OFFICE  
INVITATION FOR BIDS NUMBER 2024.025  
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

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

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

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

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

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

\_\_\_\_\_  
Date

ATTACHMENT L  
PBA PROCUREMENT OFFICE  
INVITATION FOR BIDS NUMBER 2024.025  
CERTIFICATION REGARDING  
DEBARMENT

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

\_\_\_\_\_, (the "Company") and, after being duly authorized by  
the  
*(Printed name of Company)*

Company so to do, makes oath that:

By submission of this proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that to the best of its knowledge and belief that each supplier is not presently debarred or suspended by any governmental entity.

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

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

PBA PROCUREMENT OFFICE  
 INVITATION FOR BIDS NUMBER 2024.025  
 QUOTE FORM FOR NEW AND PRE-OWNED VEHICLES



New and Pre-Owned Vehicles Quote Form

Date: \_\_\_\_\_ Supplier: \_\_\_\_\_ Job Location: \_\_\_\_\_

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

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

Vehicle	Discount off MSRP or Cost-Plus	Total Cost
	%	\$
	%	\$
	%	\$
	%	\$
<b>TOTAL COST</b>		<b>\$</b>

Miscellaneous Items	Total Item Cost for PBA
	\$
	\$
	\$
	\$
<b>TOTAL MISCELLANEOUS COST (Attach backup information, if necessary)</b>	<b>\$</b>

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

Estimated number of days to deliver/pick-up \_\_\_\_\_ Quote good for \_\_\_\_\_ days

Company Representative \_\_\_\_\_  
 Signature

Please contact PBA Procurement at 865.215.4620 if you have any questions.