



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

INVITATION FOR BID

Glass Services

IFB 2025.007

Issued September 26, 2024

PBA manages a diverse group of properties with a variety of glass needs such as storefront glass, windows, and glass doors. The needed services include glass repairs and installations.

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

Wednesday, November 6, 2024

SUBMIT BIDS TO:

THE PUBLIC BUILDING
AUTHORITY
PROCUREMENT OFFICE

SUMMER PLACE
505 SUMMER PL.
KNOXVILLE, TENNESSEE 37902

PRIMARY CONTACT:

Brittany Daniels
Procurement Specialist
bdaniels@ktnpba.org

(865) 215-4681

Table of Contents

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

SECTION 2. SCOPE OF WORK 7

SECTION 3. GENERAL TERMS & CONDITIONS 9

SECTION 4. STANDARD CONTRACT INFORMATION 12

SECTION 5. BID FORMAT AND CONTENT..... 20

SECTION 6. EVALUATION CRITERIA AND CONTRACTOR SELECTION..... 22

SECTION 7. GENERAL PROCESS 23

SECTION 8. ATTACHMENTS AND FORMS 26

SECTION 1. INTRODUCTION & INSTRUCTIONS

1.1 Statement of Intent

The Procurement Office of the Public Building Authority of the County of Knox and the City of Knoxville, Tennessee (hereinafter “PBA”) is soliciting bids supplemental for glass services within Knox County. PBA intends to award a contract for the term of one (1) year with (4) optional one-year renewals, for a possible total of five (5) years.

1.2 IFB Timetable

| | |
|--------------------------|--------------------------------|
| IFB Release Date..... | September 26, 2024 |
| Questions Deadline..... | 4:30 p.m. on October 23, 2024 |
| Submission Deadline..... | 11:00 a.m. on November 6, 2024 |

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

1.3 Prior Experience

No specific minimums have been set for this IFB.

1.4 How to Obtain this Bid

- 1.4.1** This solicitation may be downloaded from the Vendor Registry solicitation posting system at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=ac539b33-e319-42dd-9a93-1e2381e68b1C>.
- 1.4.2** You may also contact the Procurement Contact by email (see cover page) to request a copy.
- 1.4.3** In the event this solicitation is obtained through any means other than Vendor Registry or the designated PBA Procurement Contact, PBA will not be responsible for the completeness, accuracy, or timeliness of the solicitation document.

1.5 Objections and Review of Specifications

Offerors should carefully review this solicitation for defects, questionable or objectionable material, and restrictive or ambiguous specifications. The contractor(s) will be presumed to have made a reasonable review of the scope of work prior to submitting a bid and will be held responsible for all information available through the solicitation documentation, site visit, and/or inspection. The failure or omission of a supplier to become acquainted with existing conditions relating to the scope of work will in no way relieve the supplier of any obligations with respect to this IFB or to any resulting contract.

The supplier(s) must, immediately upon discovery, bring to PBA’s attention any conflicts that may occur among the various provisions of these specifications. Failure of the supplier(s) to bring conflicts, defects, and/or exceptions to PBA’s attention will serve as the supplier’s acceptance of the scope of work.

Comments concerning defects, questionable or objectionable material, and restrictive or ambiguous specifications should be made in writing and received by the procurement officer at least **ten (10) days** before the deadline for receipt of bids. This will allow time for the issuance of any necessary amendments.

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

1.6 Oral Interpretation/Instruction

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

1.7 Questions Prior to Deadline

All questions must be in writing and directed to the procurement representative. Questions will be answered via addendum to the solicitation.

All questions must be submitted prior to the Questions/Objections Deadline noted above. If submitting questions via email, please include the name of the IFB in the subject line of the email.

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

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

1.8 Electronic Submission

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

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

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

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

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

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

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

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

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

1.9 Return Instructions – Hard Copy

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

If submitting a hard copy bid, bidders must submit their bid to the procurement representative in a sealed package. Bids must be time and date stamped at the time of submission. The Procurement Office’s timeclock will become the official record of time. PBA **will not** accept late submissions.

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

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

PBA Procurement Office
Attention: BRITTANY DANIELS
Invitation for Bid (IFB) Number: 2025.007

FIRM’S NAME: NAME OF FIRM

IFB Title: GLASS SERVICES

Bids **will not** be accepted through U.S. mail or delivery service.

1.10 Supplier Registration

Prior to the closing of this IFB, *ALL PARTICIPATING SUPPLIERS* must be registered with the PBA Procurement Office. PBA will not be responsible for technical difficulties experienced by suppliers trying to register less than twenty-four (24) hours prior to the bid’s closing time.

Registration may be completed online at <https://www.ktnpba.org>, select the Register as a Vendor link to complete the registration process.

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

1.11 Amendments to the IFB

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

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

1.12 Alternate Bids

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

1.13 News Releases

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

1.14 Firm, Unqualified, and Unconditional Offer

To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the IFB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the IFB, and which must be complied with at risk of bid rejection for non-responsiveness.

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

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

1.15 Supporting Information

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

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

1.16 Declarative Statements

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

1.17 Inclement Weather & Closures

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

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

SECTION 2. SCOPE OF WORK

2.1 Scope of Work

PBA is seeking bids for glass services, which may be purchased by PBA during the contract term.

PBA manages a diverse group of properties including the Old Courthouse which was built in the 1800s, the City County Building, the Juvenile Justice Center, and multi-story properties. PBA has a variety of glass service needs including bullet proof glass, low-e tempered glass, low-e IG glass, laminated door glass, removing old rubber and caulk, resealing windows and storefront glass, and replacing broken windows and doors.

2.2 Locations and Hours

2.2.1 All PBA-managed properties and projects are located within Knox County, Tennessee.

2.2.2 Work may be scheduled during normal hours, after hours, on weekends, or holidays; whichever is in the best interest of PBA and/or PBA's client. Contractor(s) must be able to work outside of normal business hours and/or to postpone or reschedule the work. Work performed outside of normal business hours as well as any overtime will require PBA's prior approval.

2.2.3 Normal business hours for most PBA managed facilities are Monday through Friday from 7:00 a.m. to 5:00 p.m. Eastern time. Nama Sushi Bar's hours are 10:00 a.m. to 11:00 p.m. Eastern time daily. The Regal Cinemas' hours are 11:00 a.m. to 2:00 a.m. Eastern time daily. PBA's observed holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Spring Holiday, Memorial Day, Emancipation Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Winter Holiday (two-day holiday, December 25 and one other day to be announced annually by the Knox County Mayor).

2.3 Review of Scope of Work

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

2.4 Contractor Responsibilities

- 2.4.1 The contractor(s) will be required to have ample equipment and staff available to complete the work as outlined in this solicitation within the time frame specified by PBA. Multiple projects may be assigned simultaneously.
- 2.4.2 The contractor(s) will furnish all labor, equipment, vehicles, and other items necessary to accomplish each assignment and/or project. All personnel are required to be employees of the contractor(s). No contract or day laborers are permitted.
- 2.4.3 Contractor(s) must provide at least one employee on every job assignment with the ability to speak, read, write, and understand English.
- 2.4.4 Contractor(s) must perform work without unnecessarily interfering with the activities of tenants or other contractor(s). Contractor(s) must not disable or disrupt building fire or life safety systems without prior written notice to and written approval from PBA.
- 2.4.5 It will be the responsibility of the awarded contractor(s) to maintain the work zone in a clean manner so that foot traffic is not impeded, and no debris is carried into other areas of the facility. The work area must be cleaned prior to leaving the site.
- 2.4.6 Contractor(s) must immediately notify the PBA designee when problem(s) are encountered and assist in the response to correct the problem(s). All emergency conditions must be promptly reported to PBA Security Communications Center at 865-215-2246.
- 2.4.7 Contractor(s) must ensure all glass is free of water leaks using proper sealants, adhesives, and other standard methods of waterproofing. Repairs shall be guaranteed to not leak for one year from the date of installation and/or replacement. All caulking must be color matched as closely as possible and be suitable for the specific application.
- 2.4.8 Contractor(s) must maintain the integrity of weep holes and screens where present.
- 2.4.9 Contractor(s) may be required to board up a facility due to broken glass and/or when replacement glass cannot be obtained immediately. If requested, contractor(s) must be on site for this service within four (4) hours from request time.
- 2.4.10 Contractor(s) will be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during a project. All costs for traffic control will be the responsibility of the contractor(s).

2.5 Equipment and Materials

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

2.6 Quality

All workmanship must meet or exceed all local, state, federal, and OSHA regulations as well as best practices from professional trade organizations (e.g. Uniform Building Code, State and Local Building Codes).

2.7 New, Remanufactured/Reconditioned Material and Equipment

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

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

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

Notwithstanding the foregoing, PBA may accept restored glass and/or windows upon PBA's prior approval.

2.4 Quotations

The successful contractor(s) may be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimates shall include but not be limited to the cost of labor, material, and a detailed description of the scope of work. Quotations shall remain firm for (90) days from receipt by PBA. All estimate and quotation preparation shall be provided at no cost or obligation. Estimates shall be based upon the resulting contract prices.

SECTION 3. GENERAL TERMS & CONDITIONS

3.1 Entrance to PBA Sites

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

3.2 Possession of Weapons

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

3.3 Taxes

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

3.4 Smoking/Tobacco Policy

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

3.5 Background Checks

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

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

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

3.6 Personal Property

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

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

3.7 Removal of Contractor's Employees

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

3.8 Safety Efforts and Training

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

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

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

3.9 Tax Compliance

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

3.10 Quantities

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

3.11 Communications

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

SECTION 4. STANDARD CONTRACT INFORMATION

4.1 Contract Approval

This IFB does not, by itself, obligate PBA. PBA's obligation will commence when the contract is fully executed and, if required, approved by the PBA Board of Directors.

4.2 Solicitation and Bid as Part of the Contract

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

4.3 Additional Terms and Conditions

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

4.4 Order and Payment Method

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

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

The second method is PBA Credit Card (MasterCard). Suppliers must indicate in their bid if they will accept the PBA Credit Card (MasterCard) as a form of payment. Contractors are prohibited from charging PBA any type of merchant fee from their financial institution to accept this type of payment.

4.5 Invoice Detail

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

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

4.6.2 The invoice must be itemized and include the following: the date(s) of delivery or service, the project location(s) (PBA prefers to have all awarded locations on a single invoice), the associated unit price as stated in the contract, the quantity, and the total amount due.

4.6.3 Invoices must be original and uniquely numbered. PBA will not pay from copies.

4.6 Invoice Review

PBA will review all invoices for adherence to the terms and conditions of the contract. Variations from the contract and contract pricing are strictly prohibited. Any variations found on the invoice will result in

the rejection of those invoices. Rejected invoices will be returned to the contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until PBA receives a correct invoice.

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

4.7 Invoicing Procedures

- 4.8.1** Invoices are to be submitted within 60 days of the date the goods or services were delivered to PBA. PBA may deny invoices submitted after the 60-day threshold.
- 4.8.2** Under no conditions will PBA be liable for the payment of any interest charges associated with the cost of the contract.
- 4.8.3** Invoices for regularly scheduled monthly services must be submitted monthly after services have been completed. Invoices for services other than monthly services must be submitted after the service(s) is completed.
- 4.8.4** Payments must be credited to the invoice to which they relate; do not apply payments to the account as a whole, to the oldest outstanding invoice, or in any other manner.
- 4.8.5** Component billing and/or partial invoicing of a P.O. is prohibited unless otherwise approved by PBA. Invoices must be sufficiently detailed to allow for partial payment. No guarantee is offered for partial payments.
- 4.8.6** A minimum of thirty (30) days is required to process an invoice when the instructions herein are followed. The thirty (30) days does not start until PBA Finance has received and the user department has approved the invoice for payment.
- 4.8.7** There may be invoicing and payment stipulations in addition to or that contradict those listed herein that are applicable to long-term projects. Any supplemental or superseding terms and conditions will be covered in other contractual documents subsequent to the award of this solicitation.

4.8 Contract Price Adjustments

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

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

Any price increase shall not exceed the Consumer Price Index (CPI) for all Urban Consumers or 5% whichever is less; the most recent month in effect at the time of the renewal(s) will be used to determine

the CPI cap. If a price increase is approved by PBA, the approval notification will be done in writing and the contractor will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the contract file. No approvals will be authorized verbally. Failure to make a written request within the deadline can result in rejection of the request by PBA. PBA will receive all price decreases that are passed on to the contractor during the contract period.

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

4.9 Subcontractors

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

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

4.10 Default

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

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

4.11 F.O.B. Point

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

4.12 Alterations and Amendments

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

4.13 Appropriation

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

4.14 Assignment

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

4.15 Compliance with All Laws

Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

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

4.16 Indemnification/Hold Harmless

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

4.17 Insurance Requirements

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

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

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

4.18 Governing Law; Venue

The resulting contract from this solicitation shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

4.19 Incorporation

All specifications, drawings, technical information, Invitation for Bid, Award and similar items referred to or attached or which are the basis for this solicitation and any resulting contract are deemed incorporated by reference as if set out fully herein.

4.20 Conflicting Provisions

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

4.21 Liability for Materials/Products

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

4.22 Liability for Injury/Damages

Contractor(s) must take precautions necessary to protect persons or property against injury or damage. Contractor(s) will be solely responsible for any such damage or injury to property or persons that occur as a result of their fault or negligence. Any damaged item(s) must be replaced or repaired at PBA's discretion at no additional cost to PBA. Any repairs/replacements shall match the existing in all cases and shall be completed to the satisfaction of PBA. All repairs must be completed in a timely manner. Contractor(s) will have thirty days from the date of such damage to complete repairs/replacements. However, if the damage is such that it cannot be repaired/replaced within thirty days, it shall not constitute a breach if corrective action is instituted by contractor(s) within such period and is diligently pursued until the property is substantially returned to the condition which existed immediately prior to the damage. Should repairs not be made in a timely manner, PBA reserves the right to cause such repairs to be completed by an alternate source and charge the entire cost, plus a 20% administrative fee of such repairs to contractor(s).

4.23 Limitations of Liability

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

4.24 Remedies

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

4.25 Severability

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

4.26 Termination

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

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

4.27 Force Majeure

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

4.28 Title VI

“Non-discrimination in Federally Assisted Programs” - “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. section 2000 et seq. It is the policy of PBA that all its services and activities be administered in conformance with the requirements of Title VI.

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

4.29 Books and Records

Contractor shall maintain all books, documents, accounting records, and/or other evidence pertaining to the goods and/or services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by PBA or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents, and accounting records that represent the contractor's costs of manufacturing, acquiring, or delivering the products and/or services governed by this agreement.

4.30 Child Labor

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

4.31 Independent Contractor

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

4.32 Inspection and Acceptance

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

4.33 Right to Inspect

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

4.34 Warranty

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

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

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

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

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

4.36 Changes After Award

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

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

4.37 Gratuities and Kickbacks

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

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

4.38 Patents and Copyrights

The successful contractor(s) shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device in performance of the work, which is the subject of patent rights or copyrights. Contractor(s) shall, at their own expense, hold harmless and defend PBA against any claim, suit or proceeding brought against PBA which is based upon a claim,

whether rightful or otherwise, that the work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The contractor(s) shall pay all damages and costs awarded against PBA.

4.39 Contract Renewal

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

SECTION 5. BID FORMAT AND CONTENT

5.1 Bid Forms

Bidders shall use the Bid Submission Cover Sheet (Attachment G), and any other forms identified in this IFB for submitting bids.

5.1.1 It is not necessary to return **PAGES 1 THROUGH 26** of this IFB in your response.

5.1.2 Page **27** should be used as a checklist when preparing your response and must be completed and included with your submittal.

5.1.3 Pages **28 THROUGH 37** must be completed and returned.

5.2 Bid Content

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

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

5.3 Copies

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

5.4 Signing Bids

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

5.5 Cooperative Purchasing

It is PBA's intent that other public entities be allowed to leverage the results of PBA's competitive solicitation and enter into agreement(s) based on the same material terms, conditions, and pricing, i.e., piggybacking. The piggybacking public entity shall be solely responsible for placing orders, arranging

deliveries and/or services, and making payments to Contractor. PBA will not be liable or responsible for any disputes or obligations, including but not limited to, financial responsibility in connection with any agreement(s) between the Contractor and other public entity(ies).

Suppliers must indicate whether it is permissible for other public entities to purchase these items or services as stated above.

5.6 Bid Pricing Form

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

5.7 Licenses and Certifications

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

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

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

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

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

5.8 Exceptions to Solicitation

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

Any and all exception(s), deviation(s), or variation(s) must be included in the submittal as instructed herein. Do not strike through or in any other way alter the IFB. Exception(s), deviation(s), and variation(s) listed within other sections of the submittal will not be reviewed or considered. Any deviation(s), exception(s), and/or variation(s) must be specific and reference the relevant section(s) of this solicitation. Failure to indicate any exception(s), note a deviation(s), and/or list a variation(s) will be interpreted as the supplier's intent to fully comply with the specifications and the terms as written. Additionally, marking "yes" for exceptions on the attached Bid Submittal Questionnaire, but failing to specify any exceptions

will be considered as the supplier's intent to select "no" and interpreted as the supplier's intent to fully comply with the specifications and the terms as written.

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

5.9 Bonds

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

SECTION 6. EVALUATION CRITERIA AND CONTRACTOR SELECTION

6.1 Bid Evaluation Summary

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

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

6.2 Qualified Bidders

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

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

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

6.3 Bid Evaluation Criteria

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

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

TOTAL EVALUATION POINTS AVAILABLE: 100

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

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

6.4 Award

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

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

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

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

6.5 Right to Use

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

SECTION 7. GENERAL PROCESS

7.1 No Contact Policy

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

7.2 Site Inspection

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

7.3 IFB Closing

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

7.4 Clarification of Offers

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

7.5 Waiving of Informalities

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

7.6 Supplier Interviews

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

7.7 Proof of Capability

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

7.8 Rejection of Bids

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

7.9 Disadvantaged Business Enterprises

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

7.10 Contract Execution

The award of this 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.

7.11 Negotiation

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

7.12 Reports

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

7.13 Offer Withdrawal

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

7.14 Public Records Act

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

7.15 PBA Not Responsible for Preparation Costs

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

7.16 Procurement Manual

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

SECTION 8. ATTACHMENTS AND FORMS**8.1 Attachments and Forms**

- A. Submission Checklist
- B. Cover Letter
- C. Bid Pricing
- D. Bid Form Questionnaire
- E. Submission Affidavits and Certifications
- F. Insurance Affidavit
- G. Bid Submission Cover Sheet

Attachment A

Submission Checklist

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

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

Required Items:

- Cover Letter (Attachment B)
- Bid Pricing See Section 8.1(b).
- Business Tax License (County and City, as applicable)
 - If not subject to Business Tax Licensure, affidavit explaining why entity is exempt from the business tax licensure requirements; and
 - Registration to do business in the state of Tennessee
- Any applicable licenses (Contractor, OSHA, EPA, etc..) required to provide Scope of Work. All POs over \$25,000.00 require a contractor's license.
- Bid Form Questionnaire (Attachment D)
- Suppliers must state exceptions, deviations, and/or variations, if any, as detailed in Section 5.13.
- Certifications and Affidavits. (Attachment E)
- Insurance Affidavit. (Attachment F)

Suppliers may include:

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

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

Finalize Bid Package

- If submitting a hard copy, documents are in a three-ring binder or bound with a binder clip and sealed in an envelope or box
- The required Bid Submission Cover (Attachment G), supplied on the last page of this IFB, is filled out and adhered to the front of your bid package.

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

Attachment B

Cover Letter

Authorizing Submission of Bid

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

Signature

Title

Date

Attachment C

Bid Pricing

Supplier's Name: _____

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

| HOURLY RATES | ITEM | DESCRIPTION | Normal Business Hours | Outside Normal Business Hours |
|--------------|-------|-------------|-----------------------|-------------------------------|
| | 9.1.1 | Technician | \$ /hour | \$ /hour |

9.2 **ADDITIONAL SERVICE AND PRODUCT FEES:** Do not leave any fields blank. Contractor(s) must be able to show the MSRP or cost, the percent discounted or added, and the final cost to PBA. Please use a separate piece of paper if you need to itemize any pricing based on brand or category.

Must answer with a number between 0% and 100%. Failure to enter a number for the discount or cost-plus shall be interpreted as a 0% discount or cost plus 0%.

| MISC. | ITEM | DESCRIPTION | CIRCLE YOUR RESPONSE FOR PRICING | PRICING OR PERCENTAGE |
|-------|-------|---|----------------------------------|-----------------------|
| | 9.2.1 | Cost of Bonds per \$1,000.00 | | \$ |
| | 9.2.2 | Percent discount off MSRP or cost-plus for glass pricing. (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 | % |
| | 9.2.3 | Percent discount off MSRP or cost-plus for parts and accessories. (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 | % |
| | 9.2.4 | Percent mark-up for sub-contractors | | % |
| | 9.2.5 | Percent mark-up for rental equipment needed for installation or repair if not owned. | | % |

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

Attachment D
Bid Form Questionnaire
Supplier Information

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

| General Information | |
|--|--|
| Company Name | |
| Company Address | |
| Company Telephone Number | |
| Company Fax Number | |
| Website, if available | |
| Employer Identification Number (EIN) | |
| Servicing Location Address | |
| Servicing Location Hours of Operation | |
| Diversity Business Enterprise (DBE) Information | |
| Is your entity a DBE? (Minority-, Women-, Veteran-Owned, Small business, or a combination thereof) | |
| If yes, specify which: | |
| If yes, attach any third party or other certification. | |
| Order Information | |
| State any requirements for deliveries: | |
| State any will-call (pick-up) instructions/requirements: | |
| Minimum order amount: | |
| Email(s) should Purchase Orders be sent to? | |
| Email for billing inquiries: | |
| Email for contract issues/renewals: | |
| Experience | |
| Number of years in business: | |
| Number of years providing service to government entities: | |
| | |
| | |
| Question | Answer |
| Did you include the correct number of copies? See Section 5.4 | <input type="checkbox"/> YES |
| Will you offer a discount for payment (e.g.: volume discounts, prompt payment, EFT)? | <input type="checkbox"/> YES OR <input type="checkbox"/> NO |
| If yes, please provide details of discount for payment. | |
| Do you intend to sub-contract any portion of the contract if awarded? | <input type="checkbox"/> YES OR <input type="checkbox"/> NO |
| Can your company provide service to PBA 365 days per year and 24 hours per day? | <input type="checkbox"/> YES OR <input type="checkbox"/> NO |

CERTIFICATIONS

| No | Criteria | Response* |
|----|--|--|
| 1 | The bidder is presently engaged in the business of providing the products and/or services required in this IFB. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2 | The bidder confirms that it has the financial strength to provide and/or perform and maintain the services required under this IFB. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3 | The bidder accepts the terms and conditions set out in the IFB and agrees not to restrict the rights of PBA. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 4 | The bidder confirms that they can obtain and maintain all necessary insurance as required. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5 | Will bidder allow cooperative purchasing under any resulting contract? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 6 | Will bidder accept PBA’s credit card as payment without any added fees? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 7 | The bidder complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 8 | The bidder complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 9 | The bidder complies with the applicable portion of the Federal Civil Rights Act of 1964. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 10 | The bidder can provide (if requested) financial records for the organization for the past three years. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 11 | Will bidder allow PBA designee(s) to tour and inspect your facility(ies), if requested? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 12 | Can bidder meet all schedules and deadlines as stated in the IFB? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 13 | The bidder is not (now or in the past) been involved in bankruptcy or reorganized proceeding. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 14 | The bidder certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide products and/or services to PBA. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 15 | The bidder certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 16 | The bidder does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 17 | The bidder certifies they comply with the laws of the State of Tennessee. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 18 | The bidder confirms their bid will remain valid and open for at least 90 days. | <input type="checkbox"/> YES <input type="checkbox"/> NO |

* Failure to answer or answering “No” may be grounds for disqualification. For any “No” responses, provide clarification (up to 250 word maximum for each “No” clarification) below (add rows as necessary).

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

Exceptions to solicitation (see Section 5.8) Yes No

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

Attachment E

Submission Affidavits and Certifications

We _____
(Bidder/Proposer Company Name)

do certify that on the

(Solicitation Title/Project Name)

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

NON-COLLUSION AFFIDAVIT

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

NO CONTACT/NO ADVOCACY AFFIDAVIT

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

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

DRUG-FREE WORKPLACE AFFIDAVIT

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

☐ CHILD CRIME AFFIDAVIT

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

☐ DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

☐ IRAN DIVESTMENT ACT**CERTIFICATION OF NONINCLUSION**

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

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

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

☐ NON-BOYCOTT OF ISRAEL

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

☐ CONFLICTS OF INTEREST AND COMMISSIONS AND NON-DISCRIMINATION

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

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

The Conflict of Interest Policy can be found in the Procurement Manual at: [66589bac58f9404728b11dc7_PBA Procurement Manual_1.pdf \(website-files.com\)](#)

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

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

For the purpose of this Certificate, the term “person” means any individual, partnership, corporation, limited liability company, trust, unincorporated association, joint venture or other entity, or a governmental body.

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

Complete for acknowledgement and agreement to comply below.

ECONOMIC ASSOCIATION OR KINSHIP RELATIONSHIPS

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

COMMISSIONS

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

BY (Authorized Representative, Organization)

DATE

PRINTED NAME

TITLE

Notarization of Affidavits

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

State of _____ County of _____

Proposer's Name: _____

Being duly sworn, deposes, and says that:

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

Signature

Title

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

NOTARY PUBLIC

My Commission expires

Attachment F

Insurance Affidavit

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

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

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

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

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

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

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

Agency Name

Authorizing Signature

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

Contractor's Name

Authorizing Signature

Attachment G

BID SUBMISSION COVER SHEET

PROJECT INFORMATION

IFB NUMBER: _____

BIDDER INFORMATION

Company Name: _____

Address: _____

Tax ID: _____

Business License #: _____

CONTACT INFORMATION

Provide contact information for the individual that can be contacted for clarification regarding this bid:

Name _____

Title _____

Address _____

Email _____

Telephone _____

ADDENDA ACKNOWLEDGEMENT

The bidder acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their bid. Failure to identify and sign for all amendments may subject the bidder to disqualification. The bidder must list all amendments (by number), then initial and date to confirm that you have received and incorporated them into your bid (add more rows as necessary).

| Number | Initials & Date |
|--------|-----------------|
| | |
| | |
| | |

| Number | Initials & Date |
|--------|-----------------|
| | |
| | |
| | |

| Number | Initials & Date |
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