

a

Request for Proposal

This form shall be firmly attached to the outside of the sealed envelope containing the proposal or inside of the Sealed Bid, with all required information included.

PROJECT: Courier Services

CONTROL NUMBER: 1285

PROPOSAL DUE DATE: 11:00 AM (local time) on June 14, 2018

PART 1 - PROPOSER INFORMATION. PROPOSER SHALL COMPLETE THIS COVER SHEET AND AFFIX IT TO THE OUTSIDE OF PROPOSER'S SEALED PROPOSAL ENVELOPE

PROPOSER'S COMPANY NAME: _____

ADDRESS: _____

CITY / STATE: _____

CONTACT NAME _____

CONTACT PHONE _____

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Items To Be Submitted With The Proposal

	Proposal Cover Sheet	1 page
Appendix I:	References Page	2 pages
Appendix II:	Terms and Conditions	7 pages
Appendix III:	Non- Collusion Affidavit	2 pages
Attachment I:	Contractors Proposal	tbd

Items To Be Submitted from Selected Proposer

Appendix V:	Agreement*	5 pages
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* Attached is a sample agreement (the Agreement) illustrating the document that will be required to be executed between the Contractor and KUB in order to have a binding agreement. The sample Agreement is an example only and may be modified solely at the discretion of KUB during negotiations. The RFP and the Proposer's proposal will be considered a binding component of the Agreement unless otherwise noted.

The base term of the Agreement will be Three (3) years, with a provision for Two (2) additional One (1) year renewal options.

1. **Proposal Description** - Knoxville Utilities Board (KUB) is seeking proposals from interested firms to provide Courier Services as detailed in the Prosper Requirements

Overview of KUB – KUB is a governmental agency existing under the laws of Tennessee and an independent agency of the City of Knoxville. KUB provides electricity, gas, water, and wastewater services to more than 400,000 customers in Knoxville and parts of seven surrounding counties. The KUB electric system is one of the nation’s most dependable, providing uninterruptible service 99.98% of the time.

1. **RFP Proposed Timeline:**

RFP Issue Date	May 18, 2018
Cutoff for Questions	June 1, 2018
Answers to Questions	June 5, 2018
RFP Close Date – all proposals received	June 14, 2018 at 11:00AM EST
Selection Announced	July 18, 2018
Supply Agreement Signed	July 21, 2018

2. **RFP Submission Requirements** – Proposer must meet the following requirements:

- 3.1 Read RFP in its entirety. Submit a complete and detailed proposal, including:

1. Proposal Cover Sheet, Reference Page, Terms and Conditions, and Non-Collusion Affidavit, Pricing sheet
 2. Detailed proposal

- 3.2 Submit **Three (3) hard copies** of the proposal and mark one copy as “Original”.

Place all documents in a sealed envelope and deliver to Procurement Department ****Bid Room****, KUB, 4505 Middlebrook Pike, Knoxville, TN 37921 by 11:00AM on **June 14, 2018**. The Proposal Cover Sheet shall be firmly attached to the outside of the envelope containing the proposal, with all required information included.

4. **RFP Instructions**

- 4.1 **Time and Date for Submitting Proposals:** Each Proposer shall respond to this RFP on or before the time and date indicated on the Request for Proposal cover sheet. At that time only, the names of the Proposers responding to this RFP will be read aloud. Proposals will not be made available for public inspection until the RFP process is completed and a contract has been executed or a purchase order or service agreement has been issued. The Proposal shall be delivered in one of two ways. In person to the physical location listed, or by mail to the mailing address listed

Physical Location

Knoxville Utilities Board
Procurement Department
4505 Middlebrook Pike
Knoxville, TN 37921-5599

-OR-

Mailing Address

Knoxville Utilities Board
Procurement Department ****Bid Room****
4505 Middlebrook Pike
Knoxville, TN 37921

Each sealed envelope containing a Proposal must have the Proposal Contractors

Cover Sheet securely attached thereto. **If forwarded by mail or package delivery service, the sealed envelope containing the Proposal must be enclosed in another envelope clearly marked on the outside with the notation “Courier Services” and addressed to the Procurement Department **Bid Room**, Knoxville Utilities Board, 4505 Middlebrook Pike, Knoxville, Tennessee 37921.** KUB reserves the right to reject any or all proposals submitted and to evaluate any proposal, which in its sole opinion, offers the most acceptable service to KUB.

4.2 Ex Parte Communication: Proposals submitted will be reviewed and rated by an evaluation team. During the evaluation process, KUB reserves the right, where it may serve KUB’s best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of KUB, Proposers submitting proposals may be requested to make oral presentations as part of the evaluation process. KUB reserves the right to communicate with the Proposers, individually or collectively, formally or informally. KUB does not permit contact concerning this RFP with any KUB personnel other than as identified in the RFP until the selection process has been completed. All exchanges of information concerning this RFP must be in writing, or with e-mail as the preferred method of communication. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of the Proposer. Any questions or requests for clarification will be responded to in writing or by email with a copy of the response being sent to each proposer on record.

4.3 Documents: All proposals become the property of KUB and a proposal may not be withdrawn for a period of 90 days after the date of receipt. After the execution of a contract, the proposal is subject to Tennessee’s Public Records law as codified in Tenn. Code Ann. §§10-7-101 et. seq. In the event KUB awards a contract to a Proposer and if during the initial ninety (90) day period after award KUB determines that said Contractor is unable to perform the contract work, KUB reserves the right to terminate that contract and award a contract to the next best Proposer(s) without being required to re-advertise the RFP.

4.4 Discrepancies, Errors and Omissions: Any discrepancies, errors, omissions, or ambiguities in this RFP or the requirements/guidelines or addenda (if any) stated herein should be reported to KUB. At KUB’s option, a written addendum may be issued and the addendum will be incorporated in the RFP and will become part of the Contract Documents. KUB will **not** be responsible for or bound by any oral instructions, clarifications or other communications and no such oral communication may be relied on by any Proposer.

5. EVALUATION PROCEDURES

5.1 Evaluation Team:

An evaluation team consisting of KUB representatives will review and independently rate each Proposer's proposal.

5.2 Evaluation Criteria:

Proposals will be evaluated on the criterion specifically detailed in section 6.

5.3 Final Selections:

The selection of a Contractor will be determined on the basis of which proposal is in the best interest of KUB based on the factors described in the proposal evaluation criteria of this RFP. KUB reserves the right to reject any or all proposals, to waive technicalities or informalities and to accept any proposal determined to be in the best interest of KUB. KUB will not be responsible for misinterpretations that are caused by failure of a Proposer to follow the RFP format or to give proper and specific references when citing referenced material. The selection criteria are described in the RFP. KUB reserves the right, in its discretion and without incurring any liability to any Proposer, to modify or terminate this RFP at any time prior to the execution of a definitive agreement, and to accept or reject any proposal for any reason.

5.4 Right to Reject Proposals:

Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFP unless exceptions are clearly and specifically noted in the proposal. KUB reserves the right without prejudice to reject any or all proposals and exceptions.

6. Evaluation Criteria – Listed in order of importance as follows:

- A. Price and Proposer's Approach/Experience – (Appendix I and Attachment I)

Courier/Delivery Services Specifications

Knoxville Utilities Board Customer Services is requesting bids for a **Courier/Delivery Services**.

Requirements

- Pickup and replace the cash box at two (2) locations as deemed necessary by KUB.
- Deliver the cash box, kiosk receipt, and kiosk key to KUB Payment Processing at 4505 Middlebrook Pike, Knoxville, TN.
- One (1) round trip per day – Monday – Friday – excluding KUB Holidays, from Payment Processing, to each of the three (3) Payment Centers, then back to Payment Processing.
- The courier will be picking up bags containing payment envelopes from the previous night deposits.
- The courier will be collecting and bagging the payment envelopes from one (1) location, the Gay Street a drop box.
- There will be 1-2 bags weighting approximately 5-20 pounds.
- Delivery to drop off point no later than 11:00AM each day.
- Include Pricing for all Services

- Pickup Point Locations:
 - **KUB Corporate Office**
445 S Gay Street
Knoxville, TN 37902-1109
Contact: Rob Norwood or Rosalind Wood

 - **Asheville Hwy Payment Center**
4218 Asheville Hwy
Knoxville, TN 37914
Contact: Rob Norwood or Rosalind Wood

 - **Western Ave Pickup Center**
4428 Western Ave
Knoxville, TN 37921
Contact: Rob Norwood or Rosalind Wood

 - **KAT Transit Center**
301 Church Avenue
Knoxville, TN

Appendix I

“Reference List”

List references that most closely reflect similar scope within the past five (5) years. Complete a separate Reference Listing for each Reference.

Name of Company, Utility, City, etc

Address:

Contact Name: _____ Title: _____

Phone: _____ Email Address: _____

Service Dates: _____

Name of Company, Utility, City, etc

Address:

Contact Name: _____ Title: _____

Phone: _____ Email Address: _____

Service Dates: _____

Name of Company, Utility, City, etc

Address:

Contact Name: _____ Title: _____

Phone: _____ Email Address: _____

Service Dates: _____

Appendix – II

<input type="checkbox"/>	<input type="checkbox"/>	Right to Reject: KUB reserves the right to reject any or all qualifications and to waive irregularities therein, and the undersigned hereby agrees that such rejection or waiver shall be without liability on the part of KUB for any damage or claim brought by the undersigned because of such action, nor shall the undersigned seek any recourse of any kind against KUB because of such action. All qualifications submitted to KUB become the property of KUB upon submission and after the execution of a contract become subject to Tennessee's Public Records law, as codified in Tenn. Code Ann. §§10-7-101 et. seq.
Accept	Reject	
<input type="checkbox"/>	<input type="checkbox"/>	Agreement: Each successful Proposer will be required to sign a Professional Services agreement with KUB. The agreement shall include as attached Attachment I: Any addendum, price schedules, Contractor's submittal including any supplements thereto, the RFQ and any other KUB documents to include but not be limited to technical specifications, etc. (hereinafter referred to collectively as "Contract Documents"). If the RFQ and the Proposer's response to this request, is modified in negotiation between KUB and the Proposer, then the modified proposal shall be included as addenda to the successful Proposer's agreement with KUB. In the event of a conflict between the documents, which together comprise the Agreement for the subject project, the one requiring the highest level or quality of work shall control. The individual who signs this document must be empowered to sign the Agreement, or if sent by email the name that appears on the bid response must be empowered to sign the Agreement.
Accept	Reject	
		KUB reserves the right to withdraw the RFQ or condition the award on additional or different terms proposed to be included in such contract, and KUB shall not incur any obligation to the successful Proposer except as provided in the Agreement. To produce the Agreement, KUB reserves the right to provide its own draft terms or request draft terms from the Proposer. Notification of award of the or acceptance of a RFQ, in whole or in part, shall not restrict KUB's discretion with regard to the terms of the definitive agreement, shall not preclude KUB from terminating the process or withdrawing the proposal or submittal prior to execution of the Agreement, and shall not limit KUB's right to consider and act on additional information that may come to its attention from any source.
<input type="checkbox"/>	<input type="checkbox"/>	Cancellation: KUB reserves the right to cancel the Agreement for the work without cost or penalty to KUB, if, in KUB's opinion, there is a failure at any time by the Contractor to adequately perform the Agreement, or if there is any attempt to willfully impose upon KUB workmanship which is, in the opinion of KUB, of an unacceptable quality or time requirements. Cancellation of the Agreement shall not impair any rights or claim of KUB to damages for the breach of any covenants of the Agreement by the Contractor or the Contractor's subcontractors.
Accept	Reject	

<input type="checkbox"/>	<input type="checkbox"/>	Acceptance of Qualified Proposer: The selection of a Proposer to which the agreement will be awarded will be determined on the basis of which Qualifications submittal, if any, is in the best interest of KUB based on the factors described in the evaluation section of the RFQ. KUB reserves the right to reject any or all Qualifications, to waive technicalities or informalities and to accept any Submittal determined to be in the best interest of KUB. KUB will not be responsible for misinterpretations that are caused by failure of a Proposer to follow the RFQ format or to give proper and specific references when citing referenced material. The selection criteria are described in the RFQ. KUB reserves the right, in its sole discretion and without incurring any liability to any Proposer, to modify or terminate this RFQ at any time prior to the execution of a definitive Agreement, and to accept or reject any Qualifications submittal for any reason.
<input type="checkbox"/>	<input type="checkbox"/>	Minimum Performance: The services in accordance with this RFQ (including optional items selected by KUB) shall be fully in compliance with all federal, state, and local laws, rules, and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	Guarantee: In submitting qualifications, each Proposer certifies that it is fully aware of the conditions of service and that its offer will meet these requirements of service and purpose to the satisfaction of KUB. Proposer warrants and guarantees to KUB all services and products to be provided and that work and products will be of good quality, and in conformance with the Contract Documents. All work not conforming to these standards may be considered defective by KUB and shall be reworked at the Proposer's expense.
<input type="checkbox"/>	<input type="checkbox"/>	Insurance: Insurance Requirements Proposer's Insurance: The successful Proposer shall not commence any service in connection with the Agreement until it has obtained all of the following types of insurance and such insurance has been approved by KUB. (Worker's Compensation, Public Liability and Property Damage and Subcontractor's Liability and Property Damage and professional liability as outlined in this section). The successful Proposer shall not allow any subcontractor to commence service on their subcontract until all similar insurance required of the subcontractor has been obtained and approved. All insurance policies shall be with insurers approved and admitted to do business in Tennessee. KUB shall be furnished proof of coverage of insurance by certificates of insurance accompanying the contract documents and shall name KUB as an additional insured as respects commercial general liability and business automobile liability. The successful Proposer shall provide KUB a thirty (30) day cancellation notice in the event any insurance required by fair agreement is canceled.
		Employer's Liability Insurance: The successful Proposer shall secure and maintain during the term of the Agreement, Employer's Liability Insurance with minimum limits of: \$1,000,000 Bodily injury each accident \$1,000,000 Disease policy limit

Worker's Compensation Insurance: The successful Proposer shall secure and maintain during the term of the Agreement, worker's compensation insurance for all of their employees connected with the work on this project and, in case any work is sublet, shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the successful Proposer. Such insurance shall comply fully with Tennessee Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the successful Proposer shall provide, and cause each Subcontractor to provide, adequate insurance satisfactory to KUB, for protection of their employees not otherwise protected.

Commercial General Liability and Business Auto Liability: The successful Proposer shall secure and maintain during the term of the Agreement, comprehensive general liability and comprehensive automobile liability insurance which shall protect them from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operation be by themselves or by anyone directly or indirectly employed by them. The amount of such insurance shall be minimum as follows:

General Liability	
Per Occurrence Limit	\$1,000,000
General Aggregate Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Fire Damage Legal Liability	\$1,000,000
Medical Expense	\$5,000
Automobile Liability	
\$1,000,000 CSL * Combined Single Limit	
Uninsured/Underinsured Motorist	\$1,000,000
Professional Liability	
\$1,000,000	
Umbrella Liability	\$1,000,000
Provides \$1,000,000 liability over and above: General Liability, Automobile Liability and Employer's Liability.	

All policies of insurance referred to herein shall be written on an occurrence basis unless otherwise agreed by KUB in writing.



Accept



Reject

Indemnification: The successful Proposer agrees to indemnify and hold harmless KUB its agents or employees from and against all loss or expense (including cost and attorney's fees) by reason of liability for damages because of bodily injury, including death, at any time resulting there from, sustained by any person or persons or damage to property, including loss of use thereof, arising out of or in consequences of the performance under the Agreement to be entered into whether such injuries to persons or damage to property is due or claimed to be done due to the negligence of the Proposer, his/her subcontractor, KUB, their agents or employees, except only such injury or damage as shall have been occasioned by the sole negligence of

KUB. Compliance with the foregoing requirements shall not relieve the Proposer of its liability and obligations under this section or under any other portion of the contract. Proposers regulated by the Tennessee Regulatory Authority or other regulatory authority are required to respond by stating what provisions of their tariff satisfy the requirements of this paragraph. In no way does this indemnification constitute a waiver by KUB of the defenses and limitations of liability available to it under the Governmental Tort Liability Act as codified in Tenn. Code Ann. §§29-20-101 et. seq.

<input type="checkbox"/>	<input type="checkbox"/>	
Accept	Reject	Nondiscrimination: KUB is an equal opportunity employer and as such requires that its suppliers not discriminate on the basis of race, color, sex, religion, or ethnic origin. Submitting a Proposal constitutes Proposer's acknowledgement of this provision. KUB encourages the use of small business, minority, and women owned business enterprises.

<input type="checkbox"/>	<input type="checkbox"/>	
Accept	Reject	Title VI: Proposer shall comply with the requirements of all federal statutes relating to nondiscrimination, including but not limited to, Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, sex, or national origin ("Title VI"). No person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or be otherwise subject to discrimination in the performance of the proposal. The Proposer if awarded the proposal shall upon request, show proof of such nondiscrimination.

<input type="checkbox"/>	<input type="checkbox"/>	
Accept	Reject	Damages: The Proposer will be responsible and liable for any damages to property of KUB or others caused by its employees, or subcontractors, and will replace and make good such damages to the satisfaction of KUB. Repairs to inhabited buildings and structures will be performed within 48 hours of notification from KUB or the property owner. If the Contractor fails to perform repairs in a timely manner, as determined by KUB, KUB will complete said repairs and subtract the cost of the repairs from the monies owed the Contractor.

<input type="checkbox"/>	<input type="checkbox"/>	
Accept	Reject	Choice of Law: This proposal and any subsequent agreement related to the award of this proposal shall be governed by and construed with the laws and regulations of the State of Tennessee, cities, counties, townships and other municipalities within the KUB service area.

<input type="checkbox"/>	<input type="checkbox"/>	
Accept	Reject	Statutory Disqualification: By submitting a proposal, the Proposer represents to the best of their knowledge that neither it nor any of its officers, directors, shareholders, members or partners has been convicted or plead guilty or nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or other state, or federal criminal violation in connection with a contract let by the State of Tennessee or any other state or any political subdivision of the State of Tennessee.

<input type="checkbox"/>	<input type="checkbox"/>	
Accept	Reject	Conflict of Interest: By submitting a proposal, Proposer represents to the best of their knowledge that no commissioner or officer of KUB or other persons whose duty is to vote for, let out, oversee, or in any manner supervise any work on any contract for KUB has a "direct interest" in the Proposer or in the work which is subject to this proposal.

<input type="checkbox"/>	<input type="checkbox"/>	Copyright, Trademark, Service Mark, or Patent Infringement:
Accept	Reject	<p>Proposer shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against KUB to the extent that it is based on a claim that the products or services furnished infringe a copyright, trademark, service mark, or patent. Proposer shall further indemnify and hold harmless KUB against any award of damages and costs made against KUB by a final judgment or a court of last resort in any such suit.</p> <p>If the products or services furnished under this proposal or agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Proposer's obligation to satisfy the final award, Proposer may at its option and expense:</p> <p>Procure for KUB the right to continue using the product or services</p> <p>Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactorily to KUB, so that they become non-infringing.</p> <p>Remove the products or discontinue the services and cancel any future charges pertaining thereto.</p> <p>Provided, however, that Proposer will not exercise options b.i., or b.ii. are impractical.</p>
<input type="checkbox"/>	<input type="checkbox"/>	Property of KUB: Any materials, including reports, computer programs, and other deliverables created under the Contract Documents are the sole property of KUB. The successful Proposer is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Proposer shall not use or release these materials without the prior written consent of KUB.
Accept	Reject	
<input type="checkbox"/>	<input type="checkbox"/>	Force Majeure: No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, flood, earthquake, embargo, civil disturbance, acts of terrorism, governmental regulation, or causes similar nature beyond its control.
Accept	Reject	
<input type="checkbox"/>	<input type="checkbox"/>	Possession of Weapons: All Proposers vendors, suppliers, and service providers and their employees, agents, or subcontractors are prohibited from possessing any weapons on KUB property.
Accept	Reject	
<input type="checkbox"/>	<input type="checkbox"/>	Search: All persons, packages, and vehicles on KUB property are subject to being searched. Routine unannounced searches by KUB may be conducted. Refusal to submit to random searches will be grounds for removal from KUB property and prohibited access in the future. All vehicles leaving the KUB facilities are subject to being searched.
Accept	Reject	
<input type="checkbox"/>	<input type="checkbox"/>	Traffic: KUB Traffic regulations are to be observed at all times while on KUB property.
Accept	Reject	
<input type="checkbox"/>	<input type="checkbox"/>	Sub-Contracting: Proposer may only use sub-contractors that have received prior written approval by KUB. The Proposer shall not employ any Subcontractor, Supplier, or other individual or entity whether initially or as a replacement, against whom KUB may have reasonable objection. The Proposer shall not be required to employ any Sub-contractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom the Proposer has reasonable objection.
Accept	Reject	

<input type="checkbox"/>	<input type="checkbox"/>	Assignment: Proposer shall not assign its rights under any awarded agreement without the prior written approval of KUB.
Accept	Reject	
<input type="checkbox"/>	<input type="checkbox"/>	Relationship of Parties: The successful Proposer awarded the Agreement shall be an independent contractor. Neither party shall be deemed to be the employee or agent of the other party to the Agreement.
Accept	Reject	
<input type="checkbox"/>	<input type="checkbox"/>	Payment: Upon receipt and acceptance of goods and services by KUB, the Contractor shall submit a complete and accurate invoice for payment from KUB within thirty (30) days (Payment terms for this Agreement will be NET 30 DAYS from the date of approval by the KUB of the Contractor's Applications for Payment.) The Contractor is responsible for any and all tax liabilities, which may be imposed upon the Work, or any materials used therein under the sales or use tax laws of the State of Tennessee. It shall be the Contractor's responsibility to determine if taxes are due on the Work or materials installed under the Agreement.
Accept	Reject	

Exceptions to Terms and Conditions

The Proposer hereby declares that the following list states any and all variations from and exception to the requirements of the Terms and Conditions and that, otherwise, it is the intent of the Proposer that the work be performed in strict accordance with the Contract Documents. The Proposer acknowledges that the listing of any exception, which is unacceptable to KUB, will have the effect of voiding the proposal. (Provide additional pages as necessary)

The Proposer hereby accepts the Terms and Conditions described herein except for the list of exceptions described immediately above.

Date:

Signed:

Title:

Appendix III
(SECTION 00483)

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) The Proposer is _____ of _____
the person who has submitted the attached Proposal;
- (2) The Proposer is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal prices of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the OWNER or any person interested in the Agreement; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant,

(Signed) _____ Title _____

Subscribed and sworn to before me this _____ day of _____, 2017.

By: _____

Title: _____

My commission expires: _____

AGREEMENT

This **AGREEMENT**, made at Knoxville, Tennessee, this _____ day of _____, by and between **KNOXVILLE UTILITIES BOARD**, a municipal utility created by charter of the City of Knoxville, Tennessee, a municipal corporation, (hereinafter called “KUB”), which municipal agency is authorized to contract in its own name, and _____, a corporation created and existing under the laws of the State of _____ (hereinafter referred to as the Contractor).

WITNESSETH

WHEREAS, KUB is an agency of a municipality which provides water, wastewater, natural gas, and electric utility services to customers located in and around the Knoxville and Knox County area; and

WHEREAS, under a Request for Bid (“BID”), KUB invited bids Courier Services, **Control Number: 1285** as called for in said BID; and

WHEREAS, under the BID, _____, submitted an original, qualified bid to the BID dated June 14, 2018 that is the most responsive and best conforms to the specifications and needs of KUB, and such Bid has been accepted by KUB for the performance of **Courier Services** and

WHEREAS, a written contract (“Agreement”) for the subject services should be executed by and between KUB and _____, covering the services described in this Agreement and the submitted BID.

The Agreement for the subject services shall include the following documents in order of precedence:

1. The Agreement;
2. The Contractor’s Proposal, including any supplements thereto, attached hereto as Attachment “A”;
3. The BID; and any other KUB documents to include but not be limited to technical specifications, etc. attached hereto as Attachment “B” (hereinafter referred to collectively as “Contract Documents”)

In the event of a conflict between the documents, which together comprise the Agreement for the subject project, the document with the first order of precedence shall control.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, and of the payments herein agreed to be made, it is agreed by the parties hereto as follows:

AGREEMENT

1.0 SCOPE OF SERVICES

The work may include, but not be limited to each service as described in the BID and as bid by Contractor.

2.0 TERM OF AGREEMENT:

- 2.1 The term of this Agreement shall be for period of 3 years with the option for 2 additional 1-year terms.
- 2.2 KUB reserves the right to cancel the agreement for the work without cost or penalty to KUB, if, in KUB's opinion, there is a failure at any time by the Contractor to adequately perform the Agreement, or if there is any attempt to willfully impose upon KUB workmanship which is, in the opinion of KUB, of unacceptable quality or time requirements. Cancellation of the Agreement shall not impair any rights or claim of KUB to damages for the breach of any covenants of the Agreement by the Contractor or the Contractor's subcontractors. The Contractor shall be entitled to receive just and equitable compensation for all services that have been provided up to the effective date of such termination. Notwithstanding the foregoing, KUB will pay for services satisfactorily completed but not yet invoiced and services completed and invoiced at the prices set forth in this Agreement.
- 2.3 Either party will have the right to terminate this Agreement if the other party becomes insolvent, is the subject of or participates in an assignment of assets for benefit of creditors, or if either files or becomes the subject of an involuntary petition for bankruptcy.
- 2.4 Any work assignments, which are partially completed at the expiration or termination of this Agreement, shall be finished by the Contractor in accordance with the terms of this Agreement if requested by KUB.

3.0 GENERAL

- 3.1 _____ shall provide KUB with **Courier Services (herein after referred to as the "Work")** upon execution of the Agreement, or _____.
- 3.2 During the term of this Agreement the Contractor will furnish all supervision, labor, tools, equipment, and transportation necessary for the timely and accurate completion of the Work as may be requested by KUB's Resident Project Representative(s).
- 3.3 KUB reserves the right to use its own forces to perform the Work for its own purposes at any time. Nothing herein shall be deemed to require KUB to guarantee a minimum amount of work to the Contractor.

AGREEMENT

- 3.4 The Contractor shall provide a sufficient and fully qualified staff and appropriate field equipment at all times and as required to perform the Work as required by the Agreement. All Contractor employees are to be fully qualified and trained to perform the Work prior to beginning work on the KUB system. KUB may request that the contractor submit to KUB documentation of the qualifications and all training completed by each employee prior to their beginning work on the KUB system. KUB shall not be billed for any employee training.
- 3.5 If requested, the Contractor will provide to KUB satisfactory documentation of their qualified ongoing drug and alcohol-testing program. Contractor shall promptly remove employees from the Agreement who violate the Contractor's drug and alcohol testing program.
- 3.6 The Contractor represents and warrants that it is familiar with and that it shall perform all Work in accordance with the applicable provisions of all federal, state, and local codes, rules, and regulations affecting and/or governing the Work including incidental requirements thereto and including but not limited to the Occupational Health and Safety Act which governs the health and safety of all Contractor personnel assigned to the Work. In the event of a conflict between said codes, regulations, and documents, the one requiring the highest level or quality of work shall control.
- 3.7 Attachment A "Contractor's Bid", as attached hereto, describes the minimum requirements of the Contractor's performance obligations. The Contractor's proposal and all other documents as referenced herein or attached hereto describe additional requirements as agreed upon for the performance of the Work.
- 3.8 The Contractor shall provide and maintain continually on the Work during its progress and until its completion, adequate and competent supervision of all operations for and in connection with the Work being performed under this Agreement, either personally or by a duly authorized superintendent or other representative. The superintendent or other representative of the Contractor on the Work, and who has charge thereof, shall be fully authorized to act for the Contractor and to receive whatever orders as may be given for the proper prosecution of the Work, or notice in correction therewith. Orders may be given by KUB or KUB's Representative to, and shall be received and obeyed by, the Contractor's superintendent or foreman who may have charge of the particular part of the Work in reference to which such orders are given.

4.0 PAYMENT TO:

- 4.1 During the term, KUB shall compensate Contractor for the Work performed hereunder in accordance with the **Courier Services** Costs attached to the Agreement in Attachment "A". Payment for all services performed under this Agreement will be made at the rates listed in Attachment "A" unless amended by Change Order.

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- 4.2 Upon receipt and acceptance of goods and services by KUB, the Contractor shall submit a complete and accurate invoice for payment from KUB within thirty (30) days. KUB's payment of the invoice shall be 2% discount if paid by the 15th and net thirty days after the invoice has been received and approved by KUB's authorized representative. Invoices **must** match packing slips exactly
All invoices will be submitted to the following address:

Knoxville Utilities Board
Mailstop: GS04
Attn: Accounts Payable
P.O. Box 51326
Knoxville, Tennessee 37950-1326

- 4.3 KUB shall have five (5) days to do an independent evaluation of the billing to determine the accuracy of and finally approve each invoice from the receipt date of the invoice. KUB shall then pay the Contractor within thirty (30) days of each approved invoice. KUB retains the right to do an independent evaluation of the billing to determine the accuracy thereof. KUB shall have the right to return to the Contractor within or immediately after the five (5) day approval period any invoice that is not correct and the payment of which it disputes (hereafter referred to as "Billing Dispute"). In the case of a Billing Dispute, KUB shall set forth in a writing addressed to Contractor the exact nature of the dispute and its proposed solution. Contractor will respond within ten (10) business days of receipt of said writing and include a proposed solution if different than the one suggested by KUB. KUB shall adhere to the same five (5) day evaluation and payment within thirty (10) days from approval for revised invoices submitted from Billing Disputes. The Contractor may also resubmit an invoice for approved items for processing and work on resubmitting un-approved items separately. KUB shall have the right to modify or amend the format of the invoice as to customer information fields upon verbal or written notice to the Contractor provided that Contractor is not required to amend or change its standard "blank" invoicing form. For invoices returned to the Contractor in the event of validated billing errors KUB reserves the right to charge the Contractor \$100.00 per invoice returned to cover the costs of KUB administrative time.
- 4.4 The pricing for the Work required by this Agreement includes all costs, overhead, and profit to the Contractor in fulfillment of this Agreement and no other charges or fees shall be billed to KUB, except as specified herein. All taxes, fees, surcharges, training or other requirements of any jurisdiction concerned in the Work, which are in place at the time of the proposal, are included in the prices quoted. The Contractor shall be solely responsible for any and all additional expenses, including taxes levied, reporting and/or testing requirements, incurred after award of this Agreement, except as specified herein.
- 4.5 The obligation of the OWNER hereunder are payable from the revenues of the appropriate divisions of the Knoxville Utilities Board.

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5.0 INSPECTION AND WORKMANSHIP

- 5.1 KUB and its authorized representatives shall, at all times, have access to and be permitted to observe, inspect and review all Work performed hereunder and any relevant written records of the Contractor related to the Contractor's Work subject to the execution of any appropriate non-disclosure agreement. Said non-disclosure agreement is enforceable to the extent permitted by Tennessee's Open Records Law. The Contractor is solely responsible for the standard and quality of the Work done by it and its employees or agents under this agreement and is doing the Work as an independent contractor.
- 5.2 Any right of inspection hereby given KUB does not give or imply the right to control the method or manner in which the Work shall be performed and gives KUB no control over the Contractor's employees or agents in the performance of their work under this Agreement. Under no circumstances shall any of the Contractor's employees or agents be considered employees or agents of KUB, for any purposes whatsoever.

6.0 INSURANCE

- 6.1 **Before this Agreement becomes effective, the Contractor, at its own expense, shall procure and maintain all required insurance for the duration of this Agreement. The Contractor must provide a certificate of insurance to KUB for the insurance as describe in the BID documents and name KUB as an additional insured:**

7.0 MISCELLANEOUS PROVISIONS

- 7.1 This Agreement shall be governed by and interpreted and enforced under the laws of the State of Tennessee.
- 7.2 The Contractor hereby submits to personal jurisdiction before the Courts of Knox County, Tennessee, for resolution of any disputes that may arise out of this Agreement.
- 7.3 Headings provided in this Agreement are solely for the convenience of the parties, and shall not in any manner affect the meaning or interpretation of this Agreement.
- 7.4 Any notices required to be provided hereunder shall be provided in writing, unless verbal communication is expressly permitted or verbal communication is appropriate because of exigencies of time, in which case such verbal communication shall be confirmed in writing at the earliest possible time. All notices shall be delivered or mailed to the addresses set forth below or to such other address as the parties may from time to time designate in writing:

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If to KUB:

KUB/Procurement Department

Attention: Michelle Wilson

Procurement Manager

4505 Middlebrook Pike

Knoxville TN, 37921

If to the Contractor:

All notices shall be hand delivered or mailed. If mailed, the notices shall be deemed given when deposited, postage prepaid, in the United States Mail or picked-up by a package carrier (FedEx, UPS, etc.).

- 7.5 This Agreement constitutes the final, complete, and entire written agreement of the parties and supersedes all previous communications, representations, agreements, promises, statements, proposals and specifications, whether written or oral, by or between the parties. This Agreement may be amended only in writing signed by authorized representatives of each party to this Agreement.
- 7.6 No delay or failure of KUB in exercising any right or power under this Agreement shall operate as a waiver of such right or power or prevent the future exercise of such right of power.
- 7.7 KUB and the Contractor hereby certify that they are independent parties, acting as independent contractors and independent employers. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between KUB and the Contractor, and neither party shall have the authority to bind the other party in any respect.
- 7.8 Nothing contained in this Agreement shall be construed as creating rights in third parties and the parties hereby express their intent that this Agreement is not intended to benefit in any manner third parties.
- 7.9 Nothing contained in this Agreement or in any certificate or policy of insurance or in any provision of indemnity shall be construed to constitute a waiver by KUB of any provision, substantive or procedural, of the Tennessee Governmental Tort Liability Act, as amended, or of any other provision of federal, state, or local law affording KUB protection from or limitation of tort or other liability.
- 7.10 This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns, but the Contractor shall have no right to assign Contractor's interests under this Agreement or to subcontract any work

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hereunder without prior written consent of KUB's Procurement Manager. Any purported assignment or subcontract without consent shall not relieve the Contractor of its obligations hereunder.

- 7.11 The invalidity, illegality or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void. The parties agree to amend this Agreement if necessary to replace any stricken provision with a provision that comes as close as possible to the intent of the stricken provision.
- 7.12 Neither party, nor its respective counsel, shall be deemed the drafter of this Agreement, and all provisions of this Agreement and the Contract Documents shall be construed in accordance with the fair meaning, and not strictly construed for or against either party.

IN WITNESS THEREOF, the parties have executed this instrument in quadruplicate, effective the date indicated in the first paragraph of this Agreement.

Knoxville Utilities Board (KUB)

By: _____
Michelle Wilson

Its: Procurement Manager

_____ (Contractor)

By: _____

Its: _____

End of Agreement