



METROPOLITAN
KNOXVILLE
AIRPORT
AUTHORITY

Request for Proposal
Replacement of Terminal Seat Cushions
at
McGhee Tyson Airport
Alcoa, TN

Issue Date:
May 1, 2022

Proposal Due Date:
May 25, 2022

METROPOLITAN KNOXVILLE AIRPORT AUTHORITY
P.O. Box 15600
Knoxville, TN 37901
Phone: (865) 342-3001

METROPOLITAN KNOXVILLE AIRPORT AUTHORITY
REPLACEMENT OF TERMINAL SEAT CUSHIONS
REQUEST FOR PROPOSAL

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I. Notice (Advertisement)

The Metropolitan Knoxville Airport Authority (MKAA) is accepting “Request for Proposals” for purchase and installation. This project is for the vendor to provide and install replacement cushions, end caps, power modules, and relocate existing power modules at McGhee Tyson Airport.

A Request for Proposal (RFP) package, which includes a Scope of Work describing the required services, can be obtained online at www.flyknoxville.com under the “Do Business @ TYS” tab or by emailing Michael Giles at Michael.Giles@tys.org.

The proposal must be submitted to the Metropolitan Knoxville Airport Authority no later than 2:00 PM local time on May 25, 2022.

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II. Business, Contract, and Proposal Requirements

DBE Program

Firms shall comply with the MKAA approved DBE Program (available at www.flyknoxville.com) to ensure disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts and shall not be discriminated against on the basis of race, color, national origin, disability, or sex in the award and performance of DOT assisted contracts or other contracts defined by the MKAA.

Title VI Solicitation Notice

The Metropolitan Knoxville Airport Authority (MKAA), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors MKAA will affirmatively ensure any contract entered into pursuant to the advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Response Costs

All costs incurred in preparing the response to the RFP, participating in the RFP process, and negotiating with the MKAA, whether or not an award is granted, shall be solely the responsibility of the Respondent. All materials and documents submitted by the Respondent in response to the RFP will become the property of the MKAA and shall not be returned to the Respondent.

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Contractual Requirements

Choice of Law. The laws of the State of Tennessee must govern the operation and enforceability of any resulting Agreement from this Request for Proposal. Any action or legal proceeding arising out of or related to any resulting Agreement from the Request for Proposal must be brought in the state courts of Knox County, Tennessee, or in the federal court in the district where the Airport is located.

Indemnification. MKAA cannot indemnify the selected Respondent in any resulting Agreement from this Request for Proposal with respect to any matters.

Confidentiality. MKAA cannot agree to confidentiality provisions in any resulting Agreement from the Request for Proposal due to open records laws.

Federal Aviation Administration Provisions. The selected Respondent must agree to comply with Civil Rights provisions and any other applicable Federal Aviation Administration requirements in any resulting Agreement from the Request for Proposal.

Written Agreement Required. The selected Respondent will be required to enter into a written agreement with the Metropolitan Knoxville Airport Authority to provide all services required in the RFP.

Procurement and Ethics Requirements. The Respondent must agree to comply with all normally accepted procurement and ethics standards.

Civil Rights Provisions. Metropolitan Knoxville Airport Authority, for itself, assignees, and successors in interest agrees to comply with Nondiscrimination Acts and Authorities, which will be noted in the resulting contract or agreement.

Right to No Award or Partial Award

Award will be made to the Respondent(s) with the most qualified and/or responsive proposal which may or may not be the lowest cost (if applicable), if awarded. MKAA reserves the right to reject all responses, reject portions of any response, or accept the response(s) deemed most advantageous to MKAA. In addition, MKAA reserves the right to modify the terms of the RFP at any time. MKAA will provide the Respondents with written notice of cancellation or modification.

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Rejection of Responses / Cancellation of RFP

MKAA reserves the right to reject any or all responses to the RFP, including, but not limited to, any response containing exceptions to the minimum requirements and/or specifications or fails to meet the minimum requirements and/or specifications in whole or in part. Responses containing terms and conditions other than those specified herein may be considered nonresponsive. Partial or incomplete responses may be rejected. MKAA reserves the right to reject responses or penalize Respondents who do not follow the requirements of the RFP and, likewise, to waive any informalities, technicalities, or omissions therein. Responses having any erasures or corrections shall be initialed in ink by the Respondent. Unsigned responses will be considered nonresponsive.

Also, MKAA reserves the right to reject any response when a parent, subsidiary, affiliate, or predecessor in interest of the Respondent has pending litigation or claims with MKAA, or if any response includes a proposed subcontractor or supplier having pending litigation or claims with MKAA, if MKAA determines, in its sole discretion, such litigation or claims may adversely affect the ability of the parties to work efficiently and effectively under any purchase order resulting from the RFP, or for any other reason as determined by MKAA. MKAA further reserves the right to cancel the RFP process at any time.

Explanation by Addendum Only

No interpretation of the meaning of any provision in the RFP or the correction of any apparent ambiguity, inconsistency, error, or any other matter pertaining to the RFP shall be made orally. Every request for interpretation or for additional information regarding this RFP shall be made in writing, via email to Michael Giles, Purchasing Manager, at Michael.Giles@tys.org. All inquiries must be received before May 19, 2022. Should an Addendum be issued, the Respondent must acknowledge receipt.

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No-Contact Policy

The Chairman of the Board of Commissioners of the MKAA has imposed a no-contact policy on the selection process. The no-contact policy is intended to prohibit any potential proposer from engaging in any direct or indirect lobbying of any Board Member, MKAA staff member, other persons or organization who may be involved in the RFP process. The no-contact policy is effective between the date the RFP is issued and the date of the approval of the Service Agreement by the Board of Commissioners. Questions submitted in writing for clarifications of the information contained in the RFP are not prohibited by the policy.

Insurance

The Respondent shall furnish and keep in force for the life of the agreement Workmen's Compensation Insurance for all workers employed on the job and a certificate of insurance as required by the Metropolitan Knoxville Airport Authority.

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III. Schedule for Selection (and Submission Requirements)

Schedule for Selection

Notice Publication Dates	May 1-8, 2022
Appointments Available	May 9-10, 2022
Last Day for Questions	May 19, 2022 by 2:00 PM
Proposals Due	May 25, 2022 by 2:00 PM
Board Approval of Purchase	June 22, 2022
PO Issued	June 24, 2022

Proposal Content and Submission

All proposals must be on Company Letterhead and contain: date, Quote #, total cost without tax, 3 installation references, shipping and assembly, deposit information, and payment terms.

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Submission Procedure

Proposals shall be submitted no later than 2:00 PM local time on May 25, 2022, addressed by regular surface mail to:

Michael Giles
Purchasing Manager
Metropolitan Knoxville Airport Authority
PO Box 15600
Knoxville, TN 37901

Or by courier or hand-delivered to;

Michael Giles
Purchasing Manager, 3rd Floor Admin. Offices
Metropolitan Knoxville Airport Authority
2055 Alcoa Highway
Alcoa, TN 37701

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IV. Scope and Qualifications

Scope of work –

This project is for the vendor to provide replacement cushions, end caps, and power modules, relocate existing power modules, installation, and cleaning of cushions.

The following requirements shall be considered as the minimum standard for a Respondent to be considered qualified to provide materials and services under the resulting Purchase Order.

1. Provide replacement cushions to match existing:
200 ALA ALTA Back Cushion, 40 mm thick, COM upholstery or equivalent
500 ALA ALTA Back Cushion, 40 mm thick, COM upholstery or equivalent
200 Black Beam Endcaps to match existing
2. Provide 260 'Power and Go' modules to match existing ones. (Containing 2 standard receptacles, 2 5 amp USB, mounting bracket, and 10' power cord. Hubbell Components, Fully UL Listed)
3. Install replacement 133 back and 411 bottom cushions, 184 End Caps, 200 power modules, and move 30 existing modules as needed.
4. Clean remaining 1824 cushion backs and bottoms with StarBright Ultimate Vinyl Cleaner or equivalent.
5. The remaining purchased materials and cleaners are to be boxed and labeled for storage.

All Respondents desiring to provide materials and installation for the Scope specified shall visit the job site to become familiar with the facility and furniture before submitting a proposal. No proposal shall be accepted from any Respondent unless they have made a mandatory visit to the Terminal.

1. The Respondent shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of materials and installation required within this specification, due to failure to investigate the conditions or becoming acquainted with all the information concerning the services to be performed.
2. Installation personnel must submit and successfully pass the MKAA vetting process. Badging is not required as the installation crew will be escorted by MKAA personnel.
3. Provide 3 references and contact information where your company installed similar products.
3. Work hours are from 8 pm until 3 am each day.

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V. -Exhibits

- Exhibit A– Insurance Certificate Guidelines
- Exhibit B – Work Rules and Conditions

Exhibit A

Insurance Certificate Guidelines



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MEMORANDUM

FROM: Mihai Smighelschi, Director of Properties, Metropolitan Knoxville Airport Authority

DATE: October 19, 2004, last revised on 5/22/2017

RE: **Standard requirements for certificates of insurance submitted to Metropolitan Knoxville Airport Authority.**

This memorandum details the standard requirements for all certificates of insurance submitted to Metropolitan Knoxville Airport Authority (MKAA). Failure to comply with these requirements constitutes a default of the agreement/lease/permit. The MKAA reserves the right to verify coverage and compliance with these requirements by contacting the insurance company directly.

REQUIREMENTS:

The insurance company must be licensed to do business in the state of Tennessee.

The certificate must show the policy number, the required coverage amount as described in contract, scope of work or lease agreement and the coverage period.

Additional Insured: The MKAA and its commissioners and its officers and its employees must be added as additional insured on the insurance policy. As such, the following exact language must be on the certificate of insurance:

"The Metropolitan Knoxville Airport Authority and its commissioners and its officers and its employees are named Additional Insureds on this policy".

The MKAA reserves the right to verify compliance with the additional insured requirement by requesting the policy endorsement to be submitted in addition to the certificate of insurance.

Notice requirement: The certificate of insurance must provide that the coverage thereof may not be cancelled, reduced, allowed to lapse, or non-renewed without a 30 day prior written notice to the certificate holder. Language such as: "*will endeavor to send 30 days notice*" is **not** acceptable; correct language is: "*will give 30 days notice*".

SUBMITTAL INSTRUCTIONS:

The certificate of insurance and the additional insured policy endorsement may be faxed to: (865) 342-3050, however **the original certificate of insurance must be mailed to:**

Metropolitan Knoxville Airport Authority Attn: _____ (Project Manager or Dept. Head) P.O. Box 15600 Knoxville, TN 37901
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tate Insurance Group 6423 Deane Hill Drive Knoxville, TN 37919 Stuart W Bilbrey	865-862-8233	CONTACT NAME: Faith Pezzulo PHONE (A/C, No, Ext): 865-862-8233 FAX (A/C, No): 865-862-8232 E-MAIL ADDRESS: faith@tateinsurancegroup.com
	INSURER(S) AFFORDING COVERAGE	
INSURED ADS Phoenix, Inc. 205 Perimeter Park Rd Suite D Knoxville, TN 37922	INSURER A: Erie Insurance Exchange NAIC # 26271	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Q471150694	11/11/2019	11/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Q080530841	08/05/2019	08/05/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N if yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Q951100568	11/11/2019	11/11/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The MKAA and its commissioners, officers & employees are listed as additional insureds on the above policy, per written contract. A 30 day notice of cancellation will be given to the certificate holder.

Example

CERTIFICATE HOLDER CANCELLATION

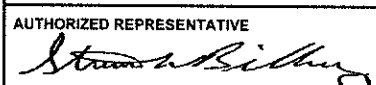
METRO-1 Metropolitan Knoxville Airport Authority 2055 Alcoa Hwy Alcoa, TN 37701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Exhibit B

Work Rules and Conditions

CONSTRUCTION WORK RULES

Control Number: 401

Date Updated: March 2019

Construction Work Rules

1. All work by vendors, tenants, and their subcontractors must be approved in advance by MKAA and comply with all TOSHA regulations, applicable building codes, and best practices. See Control Number 403 "Guidelines for Tenant Additions and Modifications Submittal" for further guidance.
2. The vendor must contact the Facility Maintenance Department at least two business days in advance to schedule lock-out/tag-out for any electrical power; water supply; equipment repairs; work involving any moving or automatically starting equipment; and technology data, phone, and antenna installation.
3. All tools must be secure at all times and remain within arm's reach of the user. All tools, equipment, supplies, and vehicles must be secured and locked while on the SIDA ramp or within the concourse sterile area. Vendors will be responsible for having their vehicles marked in accordance with the Airport Security Plan.
4. All tools used for work on the concourse must be in the contractor's immediate possession and control. Tools, parts, and materials need to be inspected by the Department of Public Safety before entering the SIDA or concourse sterile area.
5. Vendors need to supply their own tools and equipment to install or maintain. This includes clean up equipment, ladders, scissor lifts, forklifts, carts, and trash disposal.
6. No trash or debris disposal is provided by MKAA for vendor use. Do not place vendor construction trash in MKAA dumpsters or receptacles.

Material Movement

1. All tools and materials brought onto the concourse for construction or remodeling must be scheduled for inspection in advance through the Chief of Public Safety or designated representative. Dispatch may be called to schedule an inspection.
2. When a vendor wants to move items in or out, change displays, etc., they vendor is responsible for any charges such as removing entrance doors by others or MKAA support labor. If the items are moved to accommodate MKAA for a project or maintenance, MKAA will cover associated expenses.