



REQUEST FOR PROPOSAL

Service Contract for Vodavi Telephone Systems

for the
Public Building Authority of the County of Knox
and the City of Knoxville, Tennessee
912 South Gay Street, Suite 700
Knoxville, Tennessee 37902
865/215-4674 - facsimile

May 11, 2008

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SECTION I - GENERAL

A. Introduction

The Public Building Authority (“PBA”) of the County of Knox and City of Knoxville, Tennessee, is seeking proposals from qualified firms (the “Bidder”) to maintain a variety of Vodavi telephone systems. The selected firm(s) shall be able to begin working on July 1, 2008, following the selection process, issuance of a notice of award and the contract is fully executed.

B. Selection Process Schedule

Public Advertisement	May 11, 2008
Mandatory Pre-Bid	10:00 A.M. on Monday, May 19, 2008
Last day to Submit Questions	2:00 P.M. on Friday, May 23, 2008
Proposals Due.....	2:00 P.M. on Friday, May 30, 2008
Bid Review	June 2 – June 13, 2008

C. Mandatory Pre-Bid

A Mandatory Pre-Bid will be held in the 7th floor Conference Room of the Andrew Johnson Building, 912 S. Gay Street, Knoxville, Tennessee, 37902 at 10:00 A.M. **Monday, May 19, 2008.**

D. Inquiries

All questions regarding this Request for Proposal should be submitted in writing via fax 865/215-4674, or email tdyer@ktnpba.org, to Tom Dyer, Manager of Information Systems and Telecommunications, of the Public Building Authority no later than 2:00 P.M. on Friday, May 23, 2008.

Replies will be posted to our website at www.ktnpba.org and will be issued by fax to all parties listed by PBA as having received the Request for Proposal and attended the mandatory pre-bid meeting. Failure of any Bidder to receive any such letter or interpretation shall not relieve the Bidder from any obligation under the proposal as submitted.

Questions received after 2:00 P.M. on Friday, May 23, 2008, will not be answered. Only questions answered by formal written letter will be binding. Oral and other interpretations or clarifications will be without legal effect.

To assure that Bidders receive uniform responses to questions, and to maintain the integrity of the process, PBA maintains a no contact policy during the selection process. The no contact policy prohibits any officer, employee, representative or agent of any proposer or any firm affiliated with the proposer from initiating any contact regarding the project with any director or staff member of the Public Building Authority, County Commission, County Mayor's Office, City Council or City Mayor's Office between the date of this Request for Proposal and the date when the selection of the Contractor is made. Questions to PBA staff member(s) seeking answers to questions about or clarification of the information contained in this Request for Proposal are not prohibited by this policy but are subject to the limitations set forth above.

E. Manufacturer and Experience Requirements

Bidders must be a Dealer in Good Standing with the Manufacturers listed below.

1. Vodavi Communication Systems, Inc.
4717 East Hilton Avenue
Suite 400
Phoenix, AZ 85034

The Bidder's personnel must be thoroughly experienced in projects comparable to the proposed project and possess current Certifications from the Manufacturers listed above.

The successful Bidder must remain a Distributor in Good Standing for the duration of the contract. Failure to do so may result in the termination of the contract.

The successful Bidder's personnel must maintain Manufacturer's Certification for the duration of the contract. Failure to do so may result in the termination of the contract.

F. Response Requirements

Each Article of this Request For Proposal must be appropriately addressed as follows:

1. For articles requiring compliance or noncompliance, enter as applicable: *Comply or Except*. Where exceptions are taken, provide a detailed description on an attached sheet indexed by applicable Section, Paragraph and Subparagraph.
2. For Articles conveying information only, respond: *Read and Understood* if understood. If not understood, address same at the pre-bid conference or in a manner consistent with the provisions of Section 1, Paragraph D.
3. For Articles requesting information, respond in the manner prescribed within that Section. If additional space is required, provide attachments indexed as described in Section I, Paragraph F, Subparagraph 1. In no case will the response "See Attached" or the like be accepted. Specific documents, pages and paragraph references must be provided.

4. For Sections, Paragraphs or Subparagraphs requesting pricing, provide firm, fixed prices in US dollars.
5. Should any Section or Paragraph not be responded to, such will be understood by all to reflect: affirmative, comply, understood, or zero cost response. Should requested information be omitted, the entire Bid may be rejected as incomplete.
6. The documents listed below must be submitted **with** Bidder's response to this Request For Proposal. Failure to do so could result in rejection of Bidder's entire response.
 - a. Contractors License
 - b. Certificate of Manufacturer's Support
 - c. Organizational Chart(s)
 - d. Resumes, Certificates & Licenses
 - e. List of Subcontractors
 - f. References

G. Equal Opportunity

PBA encourages the meaningful participation of minority-owned businesses in this project. In the performance of services pursuant to the contract with PBA, the proposer must not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, or physical impairment. In submitting a response to this Request for Proposal, each Bidder must certify in the form attached as Exhibit "C" that they will not engage in discriminatory practices.

H. Conflicts of Interest

PBA has adopted a resolution respecting conflicts of interest for employees and vendors, a copy of which is attached as Exhibit "B". Each Bidder must agree to be bound by the conflict of interest resolution and must submit with its proposal a signed conflict of interest statement in the form attached as Exhibit "C".

In submitting a response to this Request for Proposal, each Bidder must certify that the proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce or any other fraudulent act punishable under the laws of the United States of America or the State of Tennessee.

I. Drug-Free Workplace Program

Bidders shall be required to submit with their bids, a Drug-Free Workplace Affidavit as described in the Tennessee Code Annotated Section 50-9-113 (Exhibit "D"). An affidavit is attached as Exhibit "E".

J. Protection of Work

The Successful Bidder ("Contractor") shall be responsible for the repair/replacement of any damages to the premises or equipment caused by any employee of the Contractor, to the satisfaction of PBA's contract administrator.

K. Warranty

The Contractor warrants to PBA that all items delivered and all services rendered shall conform to the specifications, drawings, bid 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 for a period of one (1) year.

Used materials are not acceptable. Remanufactured materials are acceptable provided they are the only materials available. PBA must receive written notification the contractor intends to use Remanufactured materials. Contractor extends to PBA all warranties allowed under the Uniform Commercial Code (U.C.C.). Contractor shall provide copies of warranties to PBA. Return of merchandise not meeting warranties shall be at Contractor's expense.

The Contractor will provide prompt satisfaction of all warranty items reported by PBA. The Contractor will participate in a joint inspection of the system, with the Project Team, at the end of the basic warranty period, and satisfy any further warranty items identified at that time.

L. Equipment Warranty

All new equipment installed under this contract will have a 24 month warranty period.

For new equipment installed under this contract, the Warranty periods shall not commence until PBA inspects and formally accepts the goods and/or services and declares it 'in-service'. The terms, conditions and timing of acceptance shall be determined by PBA. PBA reserves the right to reject any and all items or services not in conformance with applicable specifications, and 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.

The Contractor must provide factory-trained personnel for repairs and routine maintenance.

M. Work Standards

Premise wiring has to adhere to all applicable NEC codes, local ordinances and code requirements. PBA reserves the right to reject non-conforming wiring at the contractor's expense.

N. Documentation

The Contractor shall supply PBA with full documentation concerning the installed system to include but not limited to system integration diagrams, rack diagrams, wiring "as-built" diagrams and system test results.

O. Insurance Requirements

The Contractor must provide PBA with proof of Liability, vehicle and Worker's Compensation insurance coverage. Said insurance must be in effect for the duration of the contract.

Certificates of insurance showing PBA as an additional named insured, covering the following types and amounts shall be furnished to PBA on or before contract execution. Following are minimum requirements:

- | | | |
|----|---|---------------------------|
| a. | Workmen's Compensation:
Applicable Federal and State
Employer's Liability | Statutory
\$500,000.00 |
| b. | Comprehensive General Liability,
including Products and Complete
Operations, Broad Form Property
Damage Liability, Contractual
Personal Injury and XCU Coverage
(if applicable): | |
| 1. | Bodily Injury Limits of: | \$1,000,000.00 |
| | Annual Aggregate of: | \$2,000,000.00 |
| 2. | Property Damage Limits of: | \$1,000,000.00 |
| | Annual Aggregate of: | \$2,000,000.00 |
| 3. | OR Combined Single Limits equal to: | \$4,000,000.00 |
| c. | Automobile Liability to include
Owned, Non-owned, and Hired:
Bodily Injury and Property Damage
Combined Single Limit | \$500,000.00 |
| d. | Excess Liability:
Excess of Above Coverages;
Occurrence and Aggregate | \$5,000,000.00 |
| e. | Owner's Protective Liability Policy: By Contractor | |
| f. | Builder's Risk: By Owner | |

Furnish an original and two copies of Certificate(s) of Insurance evidencing the coverage required. The certificate(s) must include the provision that PBA shall be notified of any changes, deletions, or cancellation of coverage within 30 days of such action.

P. Remanufactured Equipment

Bidders are advised that remanufactured or refurbished equipment will be acceptable for this proposal provided PBA is notified advance.

Q. Contract Administration

The contract administrator, designated by PBA will serve as the liaison person between PBA and the Contractor for matters regarding all installation services. The contract administrator is responsible for monitoring and evaluating the work of the Contractor. The contract administrator must be contacted on all matters regarding the contract. Both contracting parties must make any official changes to the terms and conditions in writing.

R. 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.

S. Cooperative Purchasing

Vendors are to indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.

SECTION II - PROJECT INFORMATION

PBA is seeking proposals from qualified contractors to provide ongoing maintenance support for a variety of Vodavi telephone systems. The selected firm(s) shall be able to begin work immediately following the selection process, issuance of a notice of award, issuance of a Notice To Proceed, and the contract being fully executed.

SECTION III - SCOPE OF SERVICES

In accordance with the terms and conditions of the contract, the successful Bidder ("Contractor") will maintain the system (including all adjuncts, peripherals and Contractor supplied systems) in good operating condition; provide service, labor, component repair and replacement, and effect as required any and all repairs necessitated through normal use, wear and tear for a period of ONE YEAR COMMENCING AT ACCEPTANCE.

- A. Throughout the term of the Service Contract, successful Bidder agrees to with PBA consent, repair or replace any subsystem or component part of the system should the equipment or any feature fail to perform.
- B. In performance of this Agreement, successful Bidder shall abide by all current laws, codes and ordinances set forth by all applicable authorities having jurisdiction over the area in which services are rendered (i.e., FCC, NEC, REA, etc.). Successful Bidder shall also procure and pay for all required permits, licenses, bonding and insurance pertaining to the services rendered.
- C. Bidder must provide proof of existing support of systems of the type being bid; of no less than 100 station lines, Voice Mail, Digital Station Apparatus, and SMDR output. Such support must have been ongoing for a period of not less than two (2) years.
- D. PBA reserves the right to make necessary inspections and tests to ensure that the

requirements of this agreement are being fulfilled. Successful Bidder agrees to furnish qualified personnel and equipment necessary to conduct such tests at no additional cost to PBA.

- E. Should repairs not be made in a timely fashion, PBA reserves the right to cause such repairs to be completed by an alternate source and charge the entire cost, plus a twenty percent (20%) penalty, of such repairs to successful Bidder. Time allowed will depend upon the severity and nature of the failure.
 - 1. Service affecting failures will require response in two (2) hours or less.
 - 2. Minor faults affecting a limited number of stations may be allowed forty-eight (48) hours. Determination of the severity of an outage shall lie with PBA.
- F. Successful Bidder's personnel will provide technical assistance to PBA concerning any aspect of the system (wire and cable, equipment and facilities) at no additional charge. Successful Bidder will keep PBA advised of advances in software, hardware, maintenance, management and networking techniques relative to Bidder's system.
- G. In addition to required tools and test equipment, successful Bidder must maintain a spare part complement on-site. (See Section V)
- H. Successful Bidder's obligations under this contract shall be performed by the personnel described below.
 - 1. No less than two (2) FULL TIME technicians trained and certified by the Manufacturer(s) on all equipment installed. Technician(s) shall have hardware/software training and maintenance experience sufficient to provide all first level maintenance with limited Manufacturer assistance.
 - 2. Absences of a qualified technician shall result in a credit to PBA's account or refund in an amount equal to the daily rate specified in Section III, Paragraph L.1 times the number of hours, days, or weeks absent.
 - Such credits may be shown on subsequent invoices reducing amounts owed successful Bidder by PBA or
 - Refunded to PBA by check made payable to the PBA and mailed to: Public Building Authority, 912 S. Gay Street, Suite 710, Knoxville, TN 37902
 - The amount due PBA must be settled within ninety (90) days or prior to the expiration of the then current contract period, whichever is less.
 - PBA reserves the right to add an additional twenty percent (20%) penalty to any credit amounts due.
 - 3. The technicians shall perform all required corrective maintenance. In addition, any PBA required system programming changes, running of jumpers, trouble shooting, record keeping, etc., shall be performed by on-site personnel.
 - 4. Charges for travel time and mileage will not be allowed. Where union or employee

contract provisions require payment, such expenses must be included in the prices and rates offered by Bidder.

- I. Batteries and associated power equipment (if required) must be maintained as follows:
 - 1. Successful Bidder must establish and maintain a contract with a factory authorized distributor of all power equipment (chargers, batteries, etc.) purchased.
 - 2. Quarterly reviews shall be made by said contractor to insure proper plant operation and charging of batteries.
 - 3. Such reviews must be conducted by factory certified technicians. Proof of certification must be provided within thirty (30) days of award.

- J. Additional personnel may be requested by PBA as defined below.
 - 1. PBA may request additional personnel to assist in on-site support or to perform such moves, adds or changes as PBA may require utilizing successful Bidder personnel not normally assigned to PBA's site at labor rates (per person) below:
Hour _____ Day _____ Week _____ Month _____
 - 2. In the event PBA requires service defined above, successful Bidder will provide such support upon forty-eight (48) hour notice at the rates quoted above.
 - 3. Any personnel supplied per the above must arrive on-site with a complete set of hand tools including a digital meter, lineman's test set, tone generator and tracer, 110 type punch tool, etc.

- K. Should PBA request maintenance or installation considered (1) to be of a non-emergency status and (2) during other than normal working hours, PBA will pay successful Bidder time-and-one-half for any labor charges incurred by successful Bidder to accomplish such tasks in accordance with PBA's schedule. The following exceptions shall apply:
 - 1. No charges shall be levied for any PBA initiated call-out regardless of time of day, day of year, or actual trouble found.
 - 2. Any "after hours" work required by Manufacturer, such as software upgrades, will be completed at no charge to PBA.
 - 3. Semi-annual time changes to accommodate "Daylight Savings Time" will be completed at no charge to PBA.
 - 4. Bidder's rates for providing billable "after hours" services. (Per Person)
Hour _____ Day _____ Week _____ Month _____

- L. Successful Bidder may levy appropriate charges for the repair of any component or subsystem of the equipment which has been:
 - 1. Subjected, by other than successful Bidder, to abuse or neglect (willfully or

accidentally).

2. By acts of nature damaged or destroyed. (With the exception of components protected by successful Bidder installed-or-approved surge or lighting protection.)
 3. Installed, wired, repaired, or altered by anyone other than successful Bidder, its subcontractors or affiliates without the prior written consent of successful Bidder (except as allowed in Section IV).
 4. Exempted from coverage, in writing, under this agreement.
- M. Invoices for "billable goods and services" must be received within forty five (45) days of completion of services rendered. If invoices are not received within this period, such services shall be considered to have been rendered under the "non-billable" terms of this contract.
- N. Emergency repair and replacement services must be promptly performed by successful Bidder at successful Bidder's sole expense. If an emergency should arise when technicians are not normally on duty, successful Bidder, without regard to time of day or day of week (including holidays), must provide on-site qualified technician(s) as are required to commence emergency services within two (2) hours of PBA's request. In no case shall this constitute a "billable trouble," even in the event of NO TROUBLE FOUND. An emergency shall be deemed to exist when:
1. Ten percent or more of the trunks of any type become inoperative for any reason.
 2. Any entire trunk group appears to be inoperative.
 3. Five percent or more of the stations appear to be inoperative.
 4. Any attendant position experiences degradation.
 5. Any system or attendant intercept announcement ceases to function.
 6. System users are unable to originate or receive calls.
 7. A MAJOR or POWER alarm occurs.
 8. Any processor or power supply operating in a "hot standby" mode automatically executes switch-over.
 9. Loss of any CCIS link or inter-nodal bus cables/interfaces.
 10. Any other failures deemed to be service affecting in the judgment of the PBA.
- O. In the event of a major (Catastrophic) system failure, successful Bidder will:
1. Directly connect central office lines to PBA designated stations throughout the affected premises.
 2. Work shall commence immediately upon verbal notice.

3. If in PBA's judgment the system has been damaged beyond timely repair, successful Bidder will immediately begin programming a temporary system of no less than 24 stations, 12 trunks and 1 attendant console.
 4. The temporary system must be prepared for shipment to the affected premises within forty-eight (48) hours at successful Bidder's then prevailing rates to PBA.
 5. Necessary recabling and rerouting of essential emergency cables will commence within twelve (12) hours of notification of Catastrophic Failure.
 6. If it is determined that the system has been damaged beyond all repair; successful Bidder, upon PBA's request, will take the necessary action to secure a new telephone system at successful Bidder's then prevailing rates to PBA.
 - a. Within twenty one (21) days, successful Bidder will provide a new system of the same size and specification as the damaged system at successful Bidder's then prevailing rates to PBA.
 - b. Over a reasonable period (not to exceed 45 days) the replacement system will be completed, identical in all ways to the system lost (except as otherwise specified by PBA).
 - c. Successful Bidder will maximize reuse of all PBA owned hardware, software, circuit packs, cables, etc., in restoration activities.
- P. Failure to provide services or to comply with any provision of this contract shall entitle PBA to withhold any payment(s) as may be deemed reasonably necessary by PBA and to retain custody of all on-site spare parts.
- Q. One-hundred-twenty (120) days prior to the expiration of this or any subsequent maintenance agreement, PBA and successful Bidder will negotiate required modifications to the agreement with all negotiations to be completed sixty (60) days prior to contract expiration date.
1. Notification of intent on successful Bidder's part to terminate or in any other manner modify the agreement (pricing, services rendered, etc.), must be RECEIVED IN WRITING by PBA one-hundred-eighty (180) days prior to the date such change is to become effective.
 2. PBA agrees to provide successful Bidder one-hundred-twenty (120) days notice of any intent on PBA's part to terminate or in any other manner modify this agreement.
 3. Pricing for subsequent maintenance agreements will be based upon the system configuration at that time and the terms governing price increases established below.
 4. Annual increase in cost shall not exceed 5% per year or the Consumer Price Index computed for the twelve (12) month period ending upon commencement of contract negotiations, whichever is less.

SECTION IV

SPARE PARTS REQUIREMENTS

Pursuant to the terms and conditions of this contract, the successful Bidder and Manufacturer will complete Attachment II indicating their joint and individual agreement to the terms of the contract.

- A. Following contract acceptance (by PBA and successful Bidder); PBA and successful Bidder will meet to develop a list of spare parts to be maintained.
1. Bidder will provide a list of recommended spare parts required for system maintenance.
 2. The actual complement may vary from the Bidder's original recommended list following the above meetings but must fully address:
 - a. The Switching System
 - b. Power Plant
 - c. Voice Mail System
 - d. All other Bidder supported equipment
 3. Individual purchase prices shall be provided for each component. A total cost, at installation, must be provided for the entire package.
 4. MAT Terminals and printers must be available for overnight replacement by the successful Bidder.
- B. The SPARE PARTS KIT is to be maintained at successful Bidder's expense.
- C. PBA may elect to purchase the spares at a price to be negotiated at any time following installation.
- D. Bidder must provide a cost to PBA for annual Equipment Return and Repair. Bidder must provide a firm, fixed price to cover all returns, repairs or replacements during each contract year after warranty.
1. Bidder's quoted price shall include all transactions within the contract period. PBA will pay no other costs for returns and repairs (except as defined below) of any system component(s) or system specific (analog or digital) key/feature phone(s), data unit, or other, regardless of the number of such returns.
 2. PBA will pay for shipment to Bidder's repair depot.
 3. Bidder will pay for return shipment to PBA.
 4. Replacement of any hardware or software component of the system must be completed within forty-eight (48) hours of notification of failure.

SECTION V - PROCEDURES/CONTENTS OF RESPONSES

A cover letter and executive summary highlighting the key points of the response and indicating the experience and other factors, which make the Contractor appropriate for this project, with your response should be submitted with your proposal.

Proposals must contain the following information, provided in the order listed below. Concise and direct responses are encouraged.

1. Identification - Provide full legal name of the proposing firm, mailing address, telephone, fax numbers, contact person, Contractor's License number, license Classification, license Expiration Date and license Dollar Limit.
2. Manufacturer Statements – Manufacturers must submit directly to PBA statements clearly indicating the proposing firm is an authorized distributor of said manufacturer in good standing with all rights and privileges thereof.
3. Project Experience – .
4. Proposed Personnel - An organizational chart of the proposed individual project team members. Show each individual's project function and title and reporting relationship, how the Work is to be managed and the amount of time each individual will provide services to the Project. Please indicate contingent team members for key members should that key team member become incapacitated or leave your employment or association. The successful proposer may not increase or decrease the staffing committed to the Project, as shown on the Organizational Chart without the written approval of PBA.
5. Resumes - Provide resumes of each key team member. Highlight relevant experience. Certified copies of Manufacturer Certifications are required for each employee.
6. References - Provide the names, addresses and telephone numbers of five (5) references. Provide the project name(s) and service(s) provided for each reference.
7. Project Performance with Track Record - Provide project information for the last five (5) projects of similar configuration, listing the projected size, duration of the contract, year completed, client name and telephone number.
8. Litigation - Provide a list of (i) any pending litigation against the proposer, and (ii) the results of any litigation against the proposer concluded within the past three (3) years.
9. Conflict of Interest Statement - The submittal must include a signed conflict of interest statement in the form attached as Exhibit "B".

10. Fee Proposal – IN A SEPARATE SEALED ENVELOPE with the proposer’s name on the envelope, submit one copy of your Fee Proposal, and a detailed budget of reimbursable expenses, signed by a principal of the firm authorized to make a binding offer.
11. Additional Information - Submit additional information or documentation to address any element of the Selection Criteria, which, in the opinion of the proposer, has not been adequately addressed in the preceding submittal.

SECTION VI - SUBMISSION OF RESPONSES

Submit three (3) copies of the proposal in a sealed envelope no later than 2:00 P.M. on **Friday, May 30, 2008**, to the following:

Mr. Tom Dyer, Manager
Information Systems and Telecommunications
Public Building Authority
Andrew Johnson Building
912 Main Street, Suite 700
Knoxville, Tennessee 37902

Responses received after that time and date will not be considered and will be discarded. The Respondent shall assume full responsibility for timely delivery at the location designated for the receipt of Responses.

Oral, telephonic, telecopier or telegraphic Responses are invalid and will not receive consideration.

Any information contained in the Proposal will be considered public information subject to disclosure by PBA.

SECTION VII - MODIFICATION OR WITHDRAWAL OF RESPONSES

A Response may not be modified, withdrawn or canceled by the Respondent for ninety (90) days following the date designated for the opening of the Responses, and each Respondent so agrees in submitting a Response.

Prior to the time and date designated for receipt of Responses, a Response submitted may be modified or withdrawn by notice to the party receiving Responses at the place designated for receipt of Responses. Such notice shall be in writing over the signature of the Respondent. If the change relates to fees, the change shall be so worded as not to reveal the amount of the original Response.

Withdrawn Responses may be resubmitted up to the date and time designated for the receipt of Responses provided that they are then fully in conformance with this RFP.

Rejections of Responses: PBA shall have the right to: reject any or all Responses for any reason at any time, reject a Response not accompanied by the data required by the RFP, or reject a Response which is in any way incomplete or irregular, with no liability for cost incurred. Nothing contained in this RFP shall create any legal rights in favor of any Respondent or create any liability or obligation on the part of PBA.

SECTION VIII - CONSIDERATION OF RESPONSES

A. Opening of Responses

Properly identified Responses received on time and in accordance with the requirements of the RFP will be considered for award. Responses not received on time, or otherwise not submitted in accordance with the requirements of the RFP, will not receive consideration for award.

B. Selection Process and Criteria

Evaluation and award of this Request For Quotation will be made as follows. To qualify for full consideration, Bid(s) must satisfy all requirements. PBA will use Section VIII, Paragraph B, Step 1 as a check list in completing its preliminary Bid evaluation. Bidder(s) satisfying these requirements will receive further evaluation. An integral part of this evaluation will be a review and audit of Bidder's response to Section VIII, Paragraph B, Step 2. Projections made in no way constitute an order for goods or services.

Step 1: To qualify for complete review the following conditions must be met. A negative result to any condition may result in the disqualification of the Bid; therefore, Bidders are cautioned to follow all instructions closely.

Test	Reference	Yes	No
Did Bidder attend mandatory Pre-Bid meeting?	RFP Body	_____	_____
Did Bidder complete and return Conflict of Interest form?	Exhibit B	_____	_____
Did Bidder complete and return Drug-Free Affidavit form?	Exhibit E	_____	_____
Did Bidder provide Manufacturer Certificates?	RFP Body	_____	_____
Did Bidder provide all requested information and address all Articles of the Bid?	RFP Body	_____	_____
Did Bidder follow instructions in making response.	RFP Body	_____	_____
Did Bidder provide (or provide access to) organizational information to verify corporate strength.	Sec. V	_____	_____
Was corporate strength deemed satisfactory by PBA?	Sec. V	_____	_____

Did Bidder supply required references?

Sec. V _____

Did references prove satisfactory to PBA?

Sec. V _____

C. Award Criteria

Award will be made to the Bidder which:

1. Fully satisfies Step 1 of the evaluation.
2. Meets or exceeds all system specifications and requirements.
3. Agrees to the terms and conditions governing the contract.
4. Where exceptions are taken, PBA shall exercise sole discretion in determining when such exceptions represent substantive loss in system functionality for use as intended.
5. PBA determines to be best able to provide the goods and services requested herein.
6. Provides advantageous pricing structure over the two (2) year period of operation.

PBA reserves the right to waive any informalities or to reject any or all responses and to accept any response which in its opinion may be in the best interest of PBA. PBA also reserves the right to negotiate all elements of the respondent's quotes.

D. Additional Award Criteria

PBA reserves the right to base any recommendation to award on criteria other than price. Such criteria may include but not be limited to: quality of service/product, suitability of references, ability of equipment offered to interoperate with current and emerging telecommunications technologies, systems and services.

1. Results of its evaluation of responses will be presented by PBA to Knox County Schools for comment.
2. Upon receipt of acceptance of its recommendation to award from Knox County Schools, PBA will notify Bidders.
3. No contract entered into as the result of Bidder's response to this request may be subject to any type of nondisclosure agreement. Also, no quote may be subject to nondisclosure after the negotiation process has been completed and PBA has made the decision, with the agreement of the Knox County Schools, to either enter into or defer from entering into a contract with any Bidder.

E. Notification

Notification of Award will be made by initiation of a Purchase Order or Contract of which this document, in its entirety, and all Appendices, Attachments and Addenda shall become a part. The

first scheduled meeting between the successful Bidder and PBA will be held within two working days following award at PBA's premises.

F. Selection Formulary

PBA's Selection Committee will review each response and a shortlist will be made according to the following:

- General Qualifications of the Contractor (15%)
- Specific Project Experience (5%)
- Personnel Qualifications (15%)
- References (15%)
- Equipment Provided (50%)

Negotiation: It is anticipated that PBA will negotiate a contract with the Contractor. If, in PBA's opinion, it is not possible to successfully complete negotiations with the first rank Contractor, PBA may, at its sole discretion, elect to terminate those negotiations and initiate negotiations with the second rank Contractor.

END OF REQUEST FOR PROPOSAL

EXHIBIT "A"

Vodavi System Inventory

School	System
A.L. Lotts Elementary	Centrex with Starplus KSU/DSU
Amherst Elementary	Vodavi Starplus XTS
Bearden High	Vodavi plus expansion module PSIOA
Bearden Middle	Centrex with Vodavi Starplus
Chilhowee Intermediate	Vodavi Starplus XTS
Christenberry Elementary	Vodavi Starplus XTS
Dogwood Elementary	Centrex with Starplus KSU/DSU
Ft. Sanders Ed. Dev. Center - LRE	Centrex with Starplus DHS
Ft. Sanders Ed. Dev. Center - Childfind	Centrex with Starplus DHS
Hardin Valley Elementary	Vodavi Model 9000 + 6 slot exp KSU
Holston Middle	Vodavi XTS IP
Inskip Elementary	Centrex with Starplus DHS
Karns Elementary	Centrex with Starplus DHS
Karns Middle	Centrex with Starplus
Ridgedale Alternative	Centrex with Starplus
Ritta Elementary	Centrex with Starplus DHS
Sarah Moore Greene Elementary	Vodavi Starplus
Sequoyah Elementary	Centrex with Starplus DHS
South-Doyle Middle	Centrex with Starplus
Vine Middle	Centrex with Starplus
West Hills Elementary	Centrex with Starplus DHS
West Valley Middle	Vodavi Starplus DHS (EKSU 2)
Whittle Springs Middle	Centrex with Starplus DHS 900

EXHIBIT "B"

RESOLUTION

(Respecting Conflicts of Interest for Employees & Contractors)

ADOPTED JANUARY 5, 1996

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

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

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

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

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

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

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

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

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

SECTION TWO The following procedures shall apply:

- A. Upon receipt of any information or written disclosure respecting a possible conflict of interest, counsel for PBA may be directed to give written advice to

PBA both with respect to any legal implications and any perceived ethical considerations implicit in the situation. If the matter should involve counsel, (such as the counsel's contract to provide legal services), the Executive Committee shall consider whether to obtain independent legal advice to consider such possible conflict of interest.

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

(NOTE: Mechanically, in routine matters, a 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. When the proposed contract is presented for approval to the Board, a copy of the disclosure statement and any response of legal counsel will be supplied to Board members. If the Board determines that the disclosed matters are not substantial or significant to their decision, the minutes will refer to the disclosure statement and reflect the action for the Board in concluding the matters are not substantial or significant.

EXHIBIT "C"

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

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

The undersigned acknowledges that it has received and is reviewing a copy of the PBA Conflict of Interest Policy dated January 5, 1996.

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

The undersigned hereby certifies to the PBA as follows:

1. The Response to the Request for Proposals submitted by the undersigned is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the laws of the United States of America or the State of Tennessee.
2. Except as set forth below, no person or entity involved in the submission of the proposal has any economic association or kinship relationship with (i) any officer or employee of the PBA, (ii) any holder of a public office of Knox County or the City of Knoxville, (iii) any employee of Knox County or the City of Knoxville, or (iv) any agency or board of Knox County or the City of Knoxville or any officer or employee thereof.
3. Except as set forth below, neither the undersigned nor any other person or entity involved in submitting the proposal to the PBA has entered into an agreement to pay a commission to any other person in connection with the proposal submitted to the PBA or any contract for services to be rendered to the PBA.
4. During the performance of services pursuant to any contract with the PBA, the undersigned agrees that it will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or physical impairment except where religion, sex, national origin or physical impairment is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

NAME OF THE RESPONDENT

BY: _____

TITLE: _____

DATE: _____

ADDRESS: _____

SWORN TO and subscribed before me

This _____ day of _____, 2006.

Notary Public

My Commission Expires: _____

ECONOMIC ASSOCIATION OR KINSHIP RELATIONSHIPS

PERSON/ENTITY

RELATIONSHIP

COMMISSIONS

PAYEE NAME

PAYEE ADDRESS

AGREED COMMISSION

**TENNESSEE CODE ANNOTATED
TITLE 50 EMPLOYER AND EMPLOYEE
CHAPTER 9 DRUG-FREE WORKPLACE PROGRAMS**

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Current through End of 2000 Reg. Sess.

50-9-101. Legislative intent.

(a) It is the intent of the general assembly to promote drug-free workplaces in order that employers in this state be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace and reach their desired levels of success without experiencing the costs, delays and tragedies associated with work-related accidents resulting from drug or alcohol abuse by employees. It is further the intent of the general assembly that drug and alcohol abuse be discouraged and that employees who choose to engage in drug or alcohol abuse face the risk of unemployment and the forfeiture of workers' compensation benefits.

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

[Acts 1996, ch. 944, § 50; 1997, ch. 533, § 17]

50-9-113 State and local government construction contracts

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

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

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

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

[Acts 2000, ch. 918, §§ 1, 2.]

Effective Dates. Acts 2000, ch. 918, § 3. January 1, 2001

T.C.A. § 50-9-113TN ST § 50-9-113

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