

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Visitor Management System** as specified herein. Proposals must be received by **2:00 p.m. on September 26, 2019**. Late proposals will not be considered nor returned.

Deliver Proposals To:
Request for Proposals Number 2888
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Response Envelope must show the Proposal Number, Proposal Name and Proposal Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Heather Whitehead, Senior Buyer, CPPB at (865) 215-5751 or emailed to heather.whitehead@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Proposers shall hold all pricing proposed firm and subject to acceptance by Knox County for a period of ninety (90) calendar days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals. Proposers **must** follow the Scope of Work.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 AWARD:** Award will be made to the most responsive, responsible Proposer(s) meeting specifications, who present the Proposal that is in the best interest of Knox County. The County reserves the right to make a single award or a multiple award. **Knox County reserves the right to not award this Proposal.** Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Administrator of Business Outreach or Lori Holmann, Coordinator of Business Outreach
Telephone: (865) 215-5760 or (865) 215-5757
Fax: (865) 215-5778
Email: diane.woods@knoxcounty.org and lori.holmann@knoxcounty.org

- 1.7 CONFLICT OF INTEREST:** Proposers must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation.
- 1.8 COPIES:** Knox County **requires** that proposals being submitted by hand be in one (1) marked original and six (6) exact copies. Proposers must also scan their entire response into one (1) .pdf file and submit on a CD/DVD or flash drive. The use of elaborate binders or color pages is not necessary.
- 1.9 DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and proposers **must** comply with the condition. Failure to comply with any such condition will result in their Proposal being non-responsive and disqualified.
- 1.10 DEFAULT:** Knox County reserves the right, in case of Contractor default, to terminate the Contract and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the Contractor from the County's bidder's list for twenty-four (24) months.
- 1.11 ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this Proposal, the Knox County Procurement Division **will not** accept electronically transmitted Proposals through the County's On-Line Procurement System. Facsimile and email submissions are strictly prohibited.
- 1.12 HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "Knox Procurement On-Line." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "Knox Procurement OnLine," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.13 INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays:
- 1.13.1** If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- 1.13.2** Other weather issues shall be at the sole discretion of the Procurement Director.
- 1.13.3** Knox County will not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 1.14 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the Proposer in the preparation of their proposal.
- 1.15 NON-COLLUSION:** Proposers, by submitting a signed Proposal, certify that the accompanying 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 Tennessee or United States law.
- 1.16 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department.

Vendors must indicate in their Proposal response if the Vendor will accept Knox County's Credit Card (VISA) as a form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.17 PROCESSING TIME FOR PAYMENT: Proposers are advised that approximately thirty (30) days are required to process invoices for payment when the invoicing instructions herein are followed.

1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Proposers must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the Contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the Proposer's ability.

1.19 PROPOSAL DELIVERY: Knox County **requires** Proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time.

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

1.20 RECYCLING: Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that Proposals being submitted on paper shall:

1.20.1 Be submitted on recycled paper;

1.20.2 Not include pages of unnecessary advertising;

1.20.3 Be made on both sides of each sheet of paper.

1.21 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the prospective Proposer to review the entire Request for Proposals (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division no later than **September 12, 2019 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.22 SIGNING OF PROPOSALS: When submitting your Proposal in order to be considered, all Proposals **must** be signed. **Please sign the original in blue ink.**

1.23 TAXES: Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 TITLE VI OF THE CIVIL RIGHTS ACT: "Nondiscrimination in Federally Assisted Programs"- "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 USE OF PROPOSAL FORMS: Vendors are to complete the Proposal forms contained in the Proposal package. Failure to complete the Proposal forms may result in Proposal rejection.

1.26 VENDOR REGISTRATION: Prior to the closing of this Proposal, ***ALL PROPOSERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Proposers must be registered with the Procurement Division **prior** to submitting their Proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

1.27 WAIVING OF INFORMALITIES: Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public trust.

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees must submit to a criminal history records check, at vendors expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 2.8 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.9 GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.10 INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 INDEMNIFICATION--HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent Contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or 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.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.15 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposals, (3) Contractor's Response to Request for Proposals, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right off, set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Proposer hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

- 2.23** **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, Proposal 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. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1** **INTENT:** The intent of these specifications is to convey to prospective Proposers the general type and quality of Visitor Management System as required by Knox County and Knox County Schools (KCS). Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2** **ACCEPTANCE:** Proposers are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3** **ADDITIONS--DELETIONS:** Knox County reserves the right to add or delete goods and/or services as the need arises. If goods and/or services are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.4** **AWARD STATUS:** Knox County intends to issue an initial three (3) year award. Upon the mutual agreement of the Vendor and Knox County, the award may be extended for two (2) additional one (1) year options. This may result in a total of five (5) years. The renewal option is at the discretion of Knox County and Knox County Schools and subject to the Appropriation clause in Section 2.2. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Vendor.
- 3.5** **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the proposer can document the increased costs. Knox County also reserves the right to accept proposed service changes from the proposer if they will lower the cost to Knox County and/or provide improved service.
- 3.6** **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.
- 3.7** **CONTRACT EXECUTION:** The award of this Proposal will result in a Contract between Knox County and the successful Contractor. The Contract must be voted on and approved by the Board of Education and by the Knox County Commission. The successful Contractor may be required to be present at the meetings to answer questions relating to services to be performed. The Knox County Procurement Division will give adequate notification if the Vendor will need to attend a meeting. There shall be no cost to Knox County or KCS for attendance of such meetings.

The Knox County Procurement Division will draft the Contract and no other vendor forms (i.e. Terms and Conditions, Service Agreements or other standard vendor forms) will be accepted as Contract attachments.

- 3.8** **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

▪ Functionality	40 Points
▪ Implementation Timeline	30 Points
▪ Cost	25 Points
▪ References	5 Points

- 3.9 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best-evaluated Proposer. This information may be appended to the Proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's Proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source.
- Knox County reserves the right to conduct written and/or oral discussions/interviews after the Proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.10 INSURANCE:** The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign and have its insurance agent sign Attachment B (Insurance Checklist) and submit it with the proposal.
- Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect.
- 3.11 LICENSES AND CERTIFICATIONS:** Proposers must maintain the proper licenses and certifications as required by Federal, State and Local law. Proposers must provide copies of the licenses and certifications upon request by the users of this Contract.
- 3.12 NEGOTIATION:** Knox County may select a successful Proposer based on initial offers received without discussions. Therefore, each Proposal shall contain the Proposer's best terms from a cost or price, experience and technical, and a service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated Proposer. If Knox County and the selected Proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated Proposer. Knox County retains the right to negotiate with multiple Proposers simultaneously. This process will continue until a Contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against Knox County arising from such negotiations.
- 3.13 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.14 NO CONTACT POLICY:** After the date and time that the Vendor receives this solicitation, any contact initiated by any Proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposals, is **strictly prohibited**. Any such unauthorized contact may cause the disqualification of the Proposer from this procurement transaction.
- 3.15 PROPOSAL EVALUATION:** In evaluating the Proposals, Knox County reserves the right to use any or all of the ideas from the Proposals submitted without limitation and to accept any part or all, of the successful Proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.
- 3.16 PROPOSAL FORMAT:** This solicitation is in the Request for Proposals (RFP) format. At the specified date and time, each Proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the Proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.17 PROPOSER INTERVIEWS:** Knox County reserves the right to request Proposer interviews from those Proposers displaying a thorough knowledge of the intent of this RFP. The purpose of these interviews is to gain additional insight into the capabilities and experience of the Proposer. Neither Knox County nor Knox County Schools will be billed for any costs associated with interviews.

- 3.18 PROPOSER OBLIGATION:** Proposer(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFP. The failure or omission of a Proposer to become acquainted with existing conditions shall in no way relieve the Proposer of any obligations with respect to this RFP or to the contract.
- 3.19 QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this Contract. Services will be utilized on an as needed basis.
- 3.20 REFERENCES:** Vendor must provide with their submittal three (3) relevant references of similar work completed in the last five (5) years. References submitted are to be accompanied with current contact information including name, email address and phone number. The failure of references to respond to inquiries may result in a deduction of possible points. Do not use Knox County Government or Knox County Schools as a reference.
- 3.21 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all Proposals received as a result of this request and to waive any informality, technical defect or clerical error in any Proposal, as the interests of the County may require. Non-acceptance of any Proposal will be devoid of any criticism of the Proposal and of any implication that the Proposal is deficient in any manner.
- Non-acceptance of any Proposal shall be construed as meaning simply that the County does not deem the Proposal to be acceptable or that another Proposal was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.22 REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- 3.23 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **September 12, 2019 at 4:30 p.m. local time**. No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

- 4.1 BACKGROUND INFORMATION:** Knox County Schools (KCS) is a public education agency. It is responsible for educating children from preschool through high school. There are approximately sixty thousand (60,000) pre-K through 12th grade students and approximately seven thousand eight hundred (7,800) employees. The district is comprised of eighty-eight (88) schools which represent urban, suburban, and rural populations. The Knox County Schools Security Division is seeking a turnkey Visitor Management System solution for approximately 90 school facilities.
- Current District Hardware: Windows, macOS, iOS, and ChromeOS hardware are all used in the district.
 - Current District Software: Follett's Aspen Student Information Systems (SIS)
 - Compatibility requirements: Client software must be compatible Windows 10 and above, macOS 10.13, or iOS 12. Please specify any third-party plugins (Such as Flash or Java) that are required for full product functionality on the client. If on-premise server hardware is required, please list full requirements including operating system, database and required network ports.
- 4.2 SYSTEM REQUIREMENTS:** Proposers must provide a thorough description of the functionality of their proposed solution. Proposals failing to meet the minimum specifications as defined below may be deemed non-responsive:

FEATURES OF PROPOSED SOLUTION

Background Checks

- Sex Offender Registry
- Custom Alerts regarding Trespass Letters

Check-In Process

- System must print appropriate badges designating visitors, volunteers, parents, etc.
- System must have the ability to print badges using non-proprietary printers
- System must have the ability to customize badges and, at a minimum, provide fields to display full name, date/time and visitor designation.
- System must have the ability to read data from Knox County Schools issued ID cards.
- Visitor check-in process must be efficient.
- Proposers must detail the check-in workflow process for both assisted and unassisted sign-in, as applicable.

Mobile Devices

- System must be capable of operating on multiple platforms, including access from the web, smart phones (iPhone and Android), and other mobile devices;
- System must have the ability to be utilized on the following devices with a free-to-download application:
 - ❖ iOS
 - ❖ Android/Chromebook

Hardware Requirements

- Any required hardware must be non-proprietary, including the camera, badge printer and scanner.
- Wired or wireless network capability must be identified.
- Solution must allow the district to source hardware from other sources.

Notifications

- System must have ability to set/send email and SMS alerts.
- System must allow local, school and district settings for alerts.
- System must allow for alerts to be sent to 911.

Setup and Configuration

- The successful Contractor must provide delivery, installation, configuration and testing of all components of the solution.

Support

- The successful Contractor must provide timely system upgrades and patches to resolve system related issues.
- The successful Contractor must provide technical support to resolve system related issues.

Training

- The solution must provide detailed instructions to clearly communicate operating procedures and utilization of the solution to users.
- As required, the successful Contractor must conduct end-user training for all features offered by the solution.
- As required, the successful Contractor must conduct training for Information Technology Staff to facilitate the support and maintenance of the solution.

Data and Reporting

- System must have the ability to bulk export the data from and import data into the Visitor Management System from the district level via Follett's Aspen Student Information System.
- System must have the ability to produce a report of check-in/check-out data.
- System must have the ability to produce customizable reports.
- System must have the ability to produce both school and district level reporting.
- System must maintain a database that stores historical data of visitors to each facility.

OPTIONAL FEATURES

Knox County is requesting that vendors detail any value-added features offered by their proposed solution beyond the minimum requirements specifically requested. Such optional features could include, but are not limited to, check-in/check-out features for students, the ability of the system to track volunteer hours and background check/alert options for restraining orders, child custody issues, criminal background and non-mandatory custom checks/alerts. Such information may be included in Section VI of the Proposal. Please identify any additional costs for optional features in Section IV. Information regarding optional features and corresponding costs will not be considered during the evaluation process.

SECTION V REQUEST FOR PROPOSALS FORMAT

PROPOSAL INFORMATION: The following guidelines should be followed when responding to the Request for Proposals. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the Proposers. Knox County reserves the right to reject any submittal for failure to comply with the requested response specifications. We reserve the right to amend the Request for Proposals by addendum prior to the final date of Proposal submission.

- Proposals must be submitted in a spiral-bound or three-ring binder containing sections separated by tabs.
- Please submit one (1) marked original and six (6) exact copies as well as an electronic copy on CD/DVD or flash drive. Page numbers should be placed on bottom center of pages.

PART I LETTER AUTHORIZING THIS PROPOSAL:

This must be signed by an authorized person with the authority to legally bind the company.

PART II VENDOR INFORMATION:

- Vendor Name;
- Address, Telephone Number, Fax Number;
- Primary contact person with direct email address and phone number;
- Brief background of the organization along with a description of how the solution being proposed would support the mission of the KCS Security Division;
- Knox County Vendor Number;
- Knox County Business License (if Applicable);
- State of Tennessee Certificate of Authority (if entity is located outside of Tennessee);
- Taxpayer Identification Number (EIN);
- State whether you will accept payment via credit card (VISA);
- Acknowledgement of Addenda (if applicable).

PART III FUNCTIONALITY: Please clearly outline how the proposed solution will meet the requirements detailed in Section IV and specify all requirements to meet minimum and optimum performance recommendations. Proposals failing to meet the minimum specifications as defined in Section IV may be deemed non-responsive.

PART IV IMPLEMENTATION TIMELINE: Proposers are to state the guaranteed number of business days, along with a detailed timeline, for complete implementation of the proposed solution in all of the approximately 90 Knox County Schools facilities.

- Describe your organization's ability to meet outlined criteria including resources, staffing and schedule availability including a turnaround time for phone calls and emails;
- Describe the role of KCS administration and/or IT staff in collaborating with your organization to ensure the successful implementation.

PART V COST: Proposers must clearly identify the initial software term, any applicable startup costs and at what point ongoing costs will be incurred. Proposers must state costs in terms of the following, as applicable:

- Initial software costs
Please include a price for the entire district as well as a price per individual school according to the following scale:

Initial software cost per school	\$_____ per school
Initial software cost for entire district (88 facilities)	\$_____

- Itemized hardware costs including a base warranty and any extended warranty options, per school. Please indicate any applicable quantity discounts.
- Delivery, setup, configuration and testing, per school. Please indicate any applicable quantity discounts.
- Any other applicable costs, including consumables, travel and ancillary out of pocket expenses, related to the minimum requirements, per school. Please indicate any applicable quantity discounts.

Total price per school for Year 1	\$_____ per school
Total price for entire district (88 facilities) for Year 1	\$_____

- Ongoing software costs. Please include a price for the entire district as well as a price per individual school. Additionally, please provide pricing for volume discounts according to the following scale, if applicable:

Renewal price per school	\$_____ per school (annually)
Minimum of eighty (80) renewals	\$_____ per school (annually)
Minimum of forty (40) renewals	\$_____ per school (annually)
Minimum of twenty (20) renewals	\$_____ per school (annually)

- Please identify all applicable annual ongoing support and maintenance costs, including software updates, on a per school basis. Identify any applicable quantity discounts.
- Any applicable costs related to optional features, per school. Please indicate any applicable quantity discounts. Figures related to optional features will not be used to calculate points for cost.

NOTE: This tab shall only be included in the original document and the exact electronic version. Costs are to be submitted under separate cover from the other parts of the vendor's proposal. This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored.

PART VI OTHER INFORMATION:

Proposers may include under this tab any other information deemed pertinent to this solicitation. Any copies of Licenses and/or Certifications may be included in this section.

PART VII ATTACHMENTS:

Attach the completed Reference Check Form (Attachment A)
 Attach the completed Insurance Checklist (Attachment B)
 Attach the completed Criminal History Records Check (Attachment C)
 Attach the completed Iran Divestment Act (Attachment D)

PART VIII EXCEPTIONS:

Proposers are to include any and all exceptions taken to this solicitation under this section. Do not mark through or otherwise alter the language of this RFP in your response.

Failure to provide any of the above information may result in the provider being disqualified from this process.

Knox County requests that all submittals be concise and not include additional advertisement or other information not relative to the requirements of this Request for Proposals.

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCE CHECK
REQUEST FOR PROPOSALS NUMBER 2888**

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least one (1) year. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not list Knox County Government or Knox County Schools as a reference.

Proposer _____

Reference #1

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person telephone number: _____

Contact Person email: _____

Reference #2

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person telephone number: _____

Contact Person email: _____

Reference #3

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person telephone number: _____

Contact Person email: _____

**ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS NUMBER 2888**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25.

REQUIRED	NUMBER	TYPE OF COVERAGE				COVERAGE LIMITS																				
YES	1.	WORKERS COMPENSATION				STATUTORY LIMITS OF TENNESSEE																				
YES	2.	EMPLOYERS LIABILITY				\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																				
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 40px;"> <tr> <td style="width: 30px; text-align: center;">X</td><td style="width: 100px;">ANY AUTO-SYMBOL (1)</td><td style="width: 30px;"></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </table>				X	ANY AUTO-SYMBOL (1)																	COMBINE SINGLE LIMIT (Per -Accident)		\$1,000,000
X	ANY AUTO-SYMBOL (1)																									
						BODY INJURY (Per -Person)																				
						BODY INJURY (Per-Accident)																				
						PROPERTY DAMAGE (Per-Accident)																				
YES	4.	COMMERCIAL GENERAL LIABILITY				LIMITS																				
		CLAIM MADE		X	OCCUR	EACH OCCURRENCE	\$ 1,000,000																			
						FIRE LEGAL LIABILITY	\$ 100,000																			
						MED EXP (Per person)	\$ 5,000																			
		GEN'L AGGREGATE LIMITS APPLIES PER				PERSONAL & ADV INJURY	\$ 1,000,000																			
		POLICY	X	PROJECT	LOC	GENERAL AGGREGATE	\$ 2,000,000																			
						PRODUCTS-COMPLETED OPERATIONS/AGGR EGATE	\$ 2,000,000																			
YES	5.	PREMISES/OPERATIONS				\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																				
YES	6.	INDEPENDENT CONTRACTOR				\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																				
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)				\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																				
NO	8.	XCU COVERAGE				NOT TO BE EXCLUDED																				
YES	9.	UMBRELLA LIABILITY COVERAGE				\$1,000,000																				
		PROFESSIONAL LIABILITY																								
NO	10.	ARCHITECTS & ENGINEERS				\$1,000,000 PER OCCURRENCE/CLAIM																				
NO		ASBESTOS & REMOVAL LIABILITY				\$2,000,000 PER OCCURRENCE/CLAIM																				
NO		MEDICAL MALPRACTICE				\$1,000,000 PER OCCURRENCE/CLAIM																				
NO		MEDICAL PROFESSIONAL LIABILITY				\$1,000,000 PER OCCURRENCE/CLAIM																				
NO	11.	MISCELLANEOUS E & O				\$500,000 PER OCCURRENCE/CLAIM																				
NO	12.	MOTOR CARRIER ACT ENDORSEMENT				\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																				
NO	13.	MOTOR CARGO INSURANCE																								
NO	14.	GARAGE LIABILITY				\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																				
NO	15.	GARAGEKEEPER'S LIABILITY				\$500,000 COMPREHENSIVE \$500,000 COLLISION																				
NO	16.	INLAND MARINE BAILEE'S INSURANCE				\$1,000,000																				
NO	17.	DISHONESTY BOND				\$																				
NO	18.	BUILDERS RISK				PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																				
NO	19.	USL&H				FEDERAL STATUTORY LIMITS																				

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED_____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSER NAMED BELOW.

Agency Name: _____ Authorizing Signature: _____

PROPOSER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

Proposer's Name: _____ Authorizing Signature: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORDS CHECK
REQUEST FOR PROPOSALS NUMBER 2888

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with proposal by proposer)

I, _____, president or other principal

Officer of _____, swear or affirm that the

Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____, 20____.

Notary Public

My Commission expires: _____

**ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT
REQUEST FOR PROPOSALS NUMBER 2888**

IRAN DIVESTMENT ACT

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12106.

Authorizing signature: _____
(Sign in BLUE ink)