



Request for Bid

Bid Title: Avaya Phones

Bid Description: Avaya Phones (as specified)

Bid Number: 971

Date Issued: July 24, 2017

Response Due Date: August 1, 2017

Time: 10:00AM EST

KUB Contact: Rebekah Taylor

Phone Number: (865) 558-2307

E-mail: rebekah.taylor@kub.org

The Knoxville Utilities Board will receive sealed Bids or electronic Bids in the Procurement Department, 4505 Middlebrook Pike Knoxville, Tennessee 37921.

Subject to the instructions, conditions, specifications, addenda, and any other elements of this Request for Bid, including those incorporated by reference.

Any alterations to this document made by the bidder may be grounds for rejection of the Bid, cancellation of any subsequent award, or any other legal remedies available to the Knoxville Utilities Board.

Submit Sealed Bid Responses To:

Physical Location

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

-OR-

Mailing Address

Knoxville Utilities Board
ATTN: Purchasing Section
P.O. Box 59017
Knoxville, TN 37950-9017

The outside of the sealed box, container, or envelope containing the response needs be marked as follows:

Bid Title: **Avaya Phones**
Bid Number: 971
Due on: August 1, 2017 at 10:00AM EST

-OR-

E-mail the Bid response to **bids@kub.org** with “**971- Avaya Phones**” in subject line by same date and time.

Note: If responses are sent via e-mail to **bids@kub.org**, bidder will receive an auto response within a reasonable time frame; otherwise please follow-up with **Rebekah Taylor at (865) 558-2307** and/or re-send your response.

Bids will be evaluated based on both price and delivery.

Please send your **cost bid**, and **delivery schedule** as part of your response. Also include any specifications and any other pertinent information to address above.

1. Bidder must acknowledge and accept the Terms and Conditions exhibit A or note any exceptions exhibit B.
2. Email to **bids@kub.org**.
3. Complete any and all attached cost sheets, quote sheets, or any other attachments noted in the bid.
4. New companies must provide a completed W-9 (Request for Taxpayer Identification Number and Certification) or Social Security Number for 1099 Reporting. If new vendor to KUB, complete the attached vendor ID form.
5. Do you qualify as a MBE (Minority Business Enterprise), WBE (Women-Owned Business Enterprise), or SBE (Small Business Enterprise) and which organization do you belong as a qualifying member.

EXHIBIT A

Terms of Purchase Order

The Knoxville Utilities Board (“KUB”), a municipal utility created and existing pursuant to the Charter of the City of Knoxville, a municipality existing under the laws of the State of Tennessee; hereby orders the services, goods and/or equipment on the front of this purchase order (“P.O.”), subject to and upon the express terms and conditions printed and written on the front and reverse hereof. All invoices, labels, shipping documents and correspondence must contain the purchase order number printed on the form hereof.

1. Acceptance-Vendor(s) acceptance of this order is expressly to the terms and conditions contained herein and acceptance with any additional conditions or modifications to this P.O. will be deemed a rejection of this order. If no notification is received by KUB within 15 days after vendor’s receipt of the P.O. or if shipment of any good and/or equipment of any part is made, then it shall constitute an acceptance by the vendor(s) of the terms and conditions of this P.O.
2. Performance-Performance of this P.O. must be in accordance with its terms, dating, and conditions. No variation or modification of this P.O. is binding upon KUB unless such variation or modification is agreed to in writing by an authorized representative of the Procurement Department of KUB.
3. Delivery-Time of delivery at KUB’s designated receiving facility is of the essence with respect to this P.O. If goods, equipment, or services delivery fail in any respect to conform to the terms of this P.O. or are otherwise non-conforming, KUB may in its sole discretion (1) reject the whole or (2) accept the whole or (3) accept any part and reject the balance or (4) cancel the order and order the equipment, goods, and/or services from another source and recover from the seller any additional costs incurred in ordering from another source and any other remedies under the Uniform Commercial Code codified at T.C.A. §§47-2-101 et. seq.
4. Price-Unless otherwise stated in this P.O., the price for the goods, equipment, and/or services covered hereby shall be the price quoted or contract price to KUB. Any allowable discount for prompt payment is to be calculated from the date the invoice is received in proper form or from the date the goods or equipment is received whichever date is later. Payment of invoices for major equipment, which is ordinarily tested or inspected for conformity to specifications before being put into service, will be held until certain testing or verification is completed, but not in excess of sixty (60) days from receipt of equipment, unless equipment is found to be defective or non-conforming.
5. Count-KUB’s count of goods and materials shall be accepted as conclusive on all shipments. Charges for extras including but not limited to packing, loading, drayage, dunnage, or cartage shall not be accepted unless specifically stated on this P.O. No charges will be accepted for packaging, boxes, drums, barrels, reels, cores, etc.
6. Amendments-No agreement or understanding with respect to the amendment or modification of this P.O. shall be binding upon KUB unless approved in writing by an authorized representative of the Procurement Department of KUB. Each transaction between KUB and vendor is separate and distinct. No waiver of any breach of any terms or condition of this P.O. shall be construed as a waiver of any subsequent breach of that term or condition of the same or different nature of this or any other P.O. or contract of KUB related to the goods, equipment, and/or services ordered under this P.O.
7. Compliance-By accepting this P.O. vendor represents, warrants, and guarantees that all applicable provisions of federal, state, and local laws, ordinances, codes, rules, and regulations which are applicable to the manufacture and/or sale of the goods, services, and/or equipment have been complied with by the vendor. Vendor agrees to indemnify and hold KUB harmless against all losses, expenses violations, or alleged violations of this section by vendor or by any of its subsidiaries or affiliates. KUB and vendor agree that this provision of indemnity does not in any way constitute a waiver by KUB of its protections under the Governmental Tort Liability Act as codified in T.C.A. §§29-20-101 et. seq.

EXHIBIT A - Continued

Terms of Purchase Order

8. Nondiscrimination-KUB is an equal opportunity employer and as such requires that its vendors not discriminate on the basis of race, color, sex, religion, or ethnic origin. Acceptance of this P.O. constitutes vendor's acknowledgement of this provision. KUB encourages the use of small-business, minority, and women-owned business enterprises.
9. Choice of Law-This order and any subsequent contract related to this P.O. shall be governed by and construed with the laws of the State of Tennessee.
10. Force Majeure-Upon any discontinuance or substantial interference with KUB's business by reason of fire, flood, earthquake, and other acts of God, embargo, civil disturbance, acts of terrorism, governmental regulation or causes beyond KUB's control, KUB shall have the option of canceling any unfilled portion of this P.O. upon reasonable notice to vendor.
11. Default – KUB may by written notice of default to Vendor cancel the whole or part of this P.O. or exercise any other remedy provided to KUB by law or in equity including any remedy under the Uniform Commercial code as codified at T.C.A. §§47-1-101 et. seq. in any of the following circumstances 1) Vendor fails to make delivery of the goods within the time specified, 2) Vendor is in breach of any of the terms or conditions of the P.O. or 3) Vendor becomes insolvent or makes assignment for the benefit of creditors, or if there shall be instituted by or against Vendor any proceedings under any bankruptcy, reorganization, arrangement, readjustment or debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of vendor's property.
12. Title VI – Supplier shall comply with the requirements of all federal statutes relating to nondiscrimination, including but not limited to, Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin ("Title VI"). No person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or be otherwise subject to discrimination in the performance of this PO. The Supplier shall upon request, show proof of such nondiscrimination.

EXHIBIT B

Exceptions to Terms and Conditions

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

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

Date:

Signed:

Title:
