

SULLIVAN COUNTY PURCHASING DEPARTMENT

**INVITATION TO BID
ITB #1762102(KD)**

**AVIGILON CAMERA SYSTEM
FOR WEST RIDGE HIGH SCHOOL**

**Sealed bids to be received by 2:00 p.m.
February 18, 2021**

Submit bids to:
Sullivan County
Purchasing Department
Suite 201
3411 Hwy 126
Blountville, TN 37617

SULLIVAN COUNTY PURCHASING DEPARTMENT
INVITATION TO BIDS
ITB #1762102(KD)

Sealed Bids Due By: Thursday, February 18, 2021 @ 2:00 p.m.

VENDOR INFORMATION

Company Name _____

Address _____

City _____ State _____ Zip _____

Contact Person & Title _____
(Please Print)

Telephone Number _____ Fax Number _____

Email of Contact Person _____

Authorized Signature _____

Date of Signature: _____

1. **PURPOSE AND OBJECTIVE**

- A. The Sullivan County Purchasing Department on behalf of the Sullivan County Department of Education is accepting sealed bids until **Thursday, February 18, 2021 @ 2:00 p.m.** for the Turnkey solution to provide an Avigilon Camera System at West Ridge High School.
- B. A **Pre-Bid Meeting** is scheduled on **Thursday, February 11, 2021 @ 10:00 a.m.** at the main entrance to West Ridge High School located at 380 Lynn Road, Blountville, Tennessee, 37617.

2. **GENERAL INFORMATION**

- A. This ITB will be made available to all interested bidders upon request. The Bidder is advised to read this ITB in its entirety. Failure to read and/or understand any portion of this ITB shall not be cause for waiver of any portion of this ITB.
- B. The Bidder must offer a turnkey project, assuming full responsibility for providing a fully functional system.
- C. Site Plan and spreadsheet location for Cameras attached. A. Larger prints will be available at pre-bid for vendors and as requested.

3. **PROPOSAL SUBMITTAL**

- A. All bids must be submitted on forms supplied in the bid package and shall be subject to all requirements of the ITB, including the drawings, and these instructions to bidders.
- B. ITB documents, including the Bid Guaranty, shall be submitted in a sealed envelope and bearing on the outside, **the name of the Bidder, his address, the name of the project for which the bid is submitted, the contractor's valid Tennessee license number, classification of the license, and the date on which the license expires, otherwise the bid will not be considered.**

The bid envelope shall also bear a list of the following major sub-contractors, if any, and their respective Tennessee license numbers and expiration dates Mechanical, Plumbing, Electrical, HVAC, Sprinkler or Masonry.

If the Bidder chooses to submit his/her bid by mail, the Bid envelope should be placed inside another envelope which bears the mailing address below. The outside of the mailing envelope should be clearly labeled **"ITB #1762102(KD) Avigilon Camera System for West Ridge High School"**. In order to receive consideration, the sealed proposal must be delivered to the Office of the Sullivan County Purchasing Agent on or before the day and time indicated.

- C. Proposals shall be addressed and delivered to:
- Sullivan County Purchasing Agent
Attn: Kristinia Davis
3411 Highway 126, Suite 201
Blountville, TN 37617
- D. Any proposal received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the Sullivan County Purchasing Department on or before that date. All bids shall be publicly opened and read aloud at 2:00 p.m. the same day at the Office of the Purchasing Agent. **Late proposals will not be considered.** Proposals that arrive late due to the fault of the United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by Sullivan County. Such proposals shall remain unopened and will be returned to the submitting entity upon request.
- E. All proposals must be signed by an authorized, responsible officer or employee having the authority to enter in contracts. Obligations assumed by such signature must be fulfilled.
- F. Sullivan County and/or the Department of Education will not be responsible for any costs incurred by the Bidder in preparing and submitting its response to this ITB.
- G. By submission of a signed bid, the Bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

4. **BID GUARANTY**

- A. Each bid must be accompanied by a Bidder's Bond, executed by the Bidder and Surety Company licensed to do business in the State of Tennessee, or a certified check, in the sum of not less than five percent (5%) of the amount of the bid made payable to Sullivan County Trustee, and including the consideration of additive alternates, if any. Certified checks will be deposited by Sullivan County and refunded within ten (10) days after opening of bids with the exception of the two (2) lowest bidders. The remaining bid bonds or refund checks will be returned promptly after the Owner and the accepted bidder have executed the contract or, if no award has been made within thirty (30) days after the bid opening date, upon demand of the bidder of his bid. The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) calendar days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

- B. The successful bidder will be required to execute the **Performance and Payment Bonds** in the amount equal to One Hundred Percent (100%) of the Contract Price.

5. **ADDENDA**

- A. Any inquiries or requests concerning clarification or additional information pertaining to this proposal must be e-mailed to Kristinia Davis @ kris.davis@sullivancountyttn.gov by 5:00 p.m. Eastern time on Monday, February 15, 2021. In no case will verbal communication override written communication or documentation. Any clarification made to a bidder will be in form of an Addendum to the documents, and when issued, will be on file in the office of the Purchasing Agent. In addition, all Addenda will be e-mailed, faxed or mailed to each person holding bid documents, but it shall be the bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all bidders shall be bound by such Addenda, whether or not received by the bidder.

6. **INSTRUCTIONS TO BIDDER**

- A. The Bidder is advised to read this ITB in its entirety. Failure to read and/or understand any portion of this ITB shall not be cause for waiver of any portion of this bid.

All proposals shall be submitted as follows:

- ITB (this document)
- Vendor Information
- Price Proposal
- Warranty
- Bid Bond
- Compliance Affidavits (Non-Collusion, Iran Divestment and Drug-Free Workplace)

7. **WITHDRAWAL OR MODIFICATION OF SUBMITTED BID PROPOSAL**

- A. Any bid/proposal, which has been submitted, may be withdrawn prior to the scheduled time for opening bids/proposals. A request to withdraw a bid/proposal must be in writing and be received by the Sullivan County Purchasing Agent prior to the scheduled time for opening bids/proposals.
- B. No amendment, addendum or modification shall be accepted after the deadline for submitting the bid/proposal to the Purchasing Department. If a change to a bid that has been submitted is desired, the submitted bid must be withdrawn and the replacement bid submitted prior to the time scheduled for opening of bids.
- C. After the scheduled time for opening of bids, bid/proposals may not be withdrawn for sixty (60) days.

8. CONFLICT OF INTEREST

- A. Bidder, by submitting a signed proposal, certify that no gratuity of any kind and no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Sullivan County as wages, compensations, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Proposer in connection with any goods provided or work contemplated or performed relative to the agreement.
- B. A breach of ethical standards could result in civil or criminal sanction and/or debarment or suspension from being a supplier, contractor, or subcontractor under County contracts.

9. NON-COLLUSION

- A. Vendors, by submitting the enclosed Affidavit, certify that the enclosed 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.
- B. Sullivan County reserves the right to disqualify any ITB submittal, before or after opening, upon evidence of collusion with the intent to defraud or any other such illegal practices conducted by any responding firm.
- C. Any remedies in the firm's response, including agreement, license agreement, terms, conditions, literature, etc. that may be considered an agreement to waive the legal rights of the citizens of Sullivan County shall be considered cause for rejection.
- D. In the County's sole judgment, failure to properly identify a conflict of interest may result in disqualification of a bidder or subsequent termination of the contract.

10. ERASURES OR CORRECTIONS TO BIDS/PROPOSALS

- A. Any erasures and/or corrections to bid/proposals, whether executed prior to or subsequent to the original bid/proposal submittal shall be authenticated by affixing in the margin immediately opposite the correction and the signature of the person or persons signing the bid/proposal.

11. PATENT

- A. The Contractor shall hold and save Sullivan County and Sullivan County Department of Education, its officers and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or sued in the performance of the Contract, including its use by Sullivan County Department of Education, unless otherwise specifically stipulated in the specifications.

12. SOLE SOURCE, PATENTED OR COPYRIGHT PROTECTED ITEMS

- A. The fact that a particular item is covered by a patent or copyright does not automatically mean that the purchase falls under the provisions pertaining to exemptions from the competitive bidding requirements for items available from only one source. In fact, nearly all consumer goods are covered by patents. To be a bona fide exemption to the competitive bidding requirement, there must be no other like items available for purchase that would serve the same purpose or function, and only one price for the product because of exclusive distribution or marketing rights. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application thereof, the vendor shall indemnify and hold harmless Sullivan County and the Sullivan County Department of Education from any and all loss, cost, expenses and legal fees on account of manufacture, sale, or use of such article in violation of infringement or the like of rights under such patent, copyright, trademark or application.

13. ASSIGNMENTS AND SUBCONTRACTING

- A. No part of this order may be assigned or subcontracted without the prior written approval of the Sullivan County Purchasing Department. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

14. INSURANCE

- A. The successful Contractor shall provide proof of and shall always during the term hereof, maintain valid and in-force insurance policies and with coverage limits as set forth below:
1. Worker's compensation and employer's liability insurance with statutory coverage limits for the protection of all of Contractor's employees, including, without limitation, executive, managerial and supervisory employees, whether or not engaged in the performance of the Work.
 2. Such policies of insurance for each and every motor vehicle to be used by the Contractor in the performance of the Work (the "Motor Vehicles"), with such policies of insurance for Contractor's Motor Vehicles to include no less than \$1,000,000 in liability coverage.
 3. A policy of general liability insurance covering loss resulting from the Contractor's direct and indirect activities hereunder (including those activities of any of its subcontractors) and covering property damage and injury to any person (including death) which or who might be damaged or injured as a result of, in conjunction with, or arising out of Contractor's performance of the Work. Bodily Injury Liability coverage (including death) and Property Damage Liability coverage shall be a minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate per jobsite, project or location. This coverage shall be primary and non-contributory.

4. Coverage requirements shall be evidenced by one or more certificates of insurance naming Owner as an additional insured, which certificates or policy endorsements shall provide that the policies represented thereby may not be (i) canceled, (ii) allowed to expire, or (iii) altered with respect to the substantial terms thereof except upon thirty (30) days prior written notice to Owner. For purposes of this paragraph, “substantial terms” shall be deemed to include, but shall not be limited to the coverage limits and deductible of the applicable policy.

15. PRIMARY INSURANCE AND WAIVER OF SUBROGATION

- A. Contractor (and its insurers) shall be primarily liable for the defense and payment of any claims as a result of, in conjunction with, or arising out of the performance of the Work. Contractor waives any and all of its subrogation rights against Owner, and any and all of its insurers in any such claims.

16. INCLEMENT WEATHER

- A. During period of inclement weather, the Purchasing Department will enact the following procedures with regard to solicitations and weather delays:
 - If County offices are closed due to inclement weather on the date that bids/proposals are due into the Purchasing Department, all solicitations due that same day will be moved to the next operational business day.
 - The County shall not be liable for any commercial carrier’s decision regarding deliveries during inclement weather.

17. WARRANTIES

- A. Warranty conditions for all supplies and/or equipment shall be considered manufacturer’s minimum standard warranty or a minimum one (1) year guarantee, whichever is greater, unless otherwise agreed in writing. Bidder shall be an authorized dealer, distributor, or manufacturer for the product. All equipment that is bid/proposed shall be new.
- B. If a bidder’s bid/proposal is accepted by Sullivan County, the bidder shall not limit or exclude any implied warranties and attempt to do so shall render the contract voidable at the option of the Department of Education. Bidder warrants that the goods furnished will conform to the specifications and descriptions listed in the bid/proposal invitation.

18. LICENSES, PERMITS, TAXES

- A. The price or prices for the services shall include full compensation for all taxes, permits, etc., that the bidder is or may be required to pay.
- B. Sullivan County is exempt from all State sales taxes. Tax exemption certificates will be supplied upon request.

19. **FORFEITURE FOR FAILURE TO EXECUTE CONTRACT**

- A. In the event that a bidder is awarded the Contract, but fails or refuses to execute the contract within ten (10) calendar days from the date of notification of award, the Sullivan County Purchasing Department may award the contract to the bidder whose bid was rated as the next best value to the Department of Education.

20. **NON-PERFORMANCE**

- A. Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the contract bid/proposal. Cancellation by the Purchasing Department may be made upon thirty (30) calendar day's written notice to the successful vendor. The Sullivan County Department of Education shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity (30 calendar days) before termination, to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
- B. If, at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, Sullivan County reserves the right to:
1. Purchase on the open market and charge the Bidder the difference between contract and actual price, or
 2. Deduct charges from existing invoice totals due at the time, or
 3. Cancel the contract within (30) days written notification.
- C. Sullivan County Department of Education shall have the right to cancel for default all or any part of the undelivered portion of this order if vendor breaches any of the terms hereof including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the Sullivan County Department of Education may have in law or equity.
- D. The Sullivan County Purchasing Department is charged with the responsibility of creating a healthy and competitive atmosphere among a large number of vendors; however, vendors may be removed from the various bid lists due to:
- Lack of response to bid/proposal invitations.
 - Failure to adhere to terms and conditions of bids/proposals.
 - Failure to render service normally associated with the sale of goods; i.e. delivery dates, shipment problems, return and replacement of damaged goods, provide (within reason) availability of contact person associated with bid.

- Debarment, suspension, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.

21. **INDEMNIFICATION**

- A. The vendor will defend, indemnify, save harmless and exempt Sullivan County, the Purchasing Department and Sullivan County Department of Education, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, or employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the Sullivan County Purchasing Department and Sullivan County Department of Education, its officers, agents, and employees, or third parties.

22. **AWARD OF CONTRACT**

- A. Sullivan County reserves the right to accept or reject any and all bids/proposals and to waive any irregularities or informalities in any bid/proposal or in the bid/proposal process. The contract will be awarded to the lowest, responsible, compliant bidder meeting the specifications and whose bid/proposal is most advantageous to the Sullivan County Department of Education.
- B. Sullivan County reserves the right to award on a "line item" basis or "all or none" basis, whichever is most advantageous to the Department of Education. Sullivan County also reserves the right to award contracts or portions thereof exclusively or to multiple vendors to achieve the best value.

23. **DEVELOPMENT OF SPECIFICATIONS**

- A. Brands of equal quality or type are not acceptable due to standardizing of equipment and systems.
- B. Sullivan County Department of Education reserves the right to purchase increased or decreased quantities of each item as may be deemed necessary at the same unit prices quoted on this bid form for a **three (3) month period** unless otherwise specified by the bidder.

24. **BID FORM**

- A. Offerors are required to provide pricing on the Cost Analysis form.

25. SCOPE OF WORK

- A. A turnkey Avigilon Camera System to include equipment and installation as follows:

Server/Servers

- Rack Mount Server/servers in district supplied racks in West Ridge High School MDF
- Install/verify the latest version of OS and all Avigilon software modules.
- Configure network cards in the server/servers using district supplied IP addresses.
- Server will be multi-homed in the Districts private 10. Network and in camera 192.168. network.
- Install Avigilon Licenses
- Add/configuration of three local admin accounts on server for district use.
- Configure storage on server/servers as needed.
- Import and name all cameras (using District supplied list of names) into server/servers, load balanced if needed.
- Configure Avigilon Analytics for supported cameras.
- District requires eight (8) hours of Avigilon analytics training.
- District will install and configure cloud services.

Cameras

- Mount all cameras using all appropriate hardware needed for their individual locations and to maximize camera functionality in specified locations.
- Connect cameras to network using customer supplied Cat 6 data drop.
- To include indoor and outdoor cameras.
- Some locations may require the use of conduit to secure cabling – based on required camera location and data connection.
- Assign static IP addresses to all cameras from appropriate address range for camera Vlan.
- Aim, focus and update firmware and verify power to all cameras.
- Plug in cameras in appropriate MDF/IDF utilizing customer configured camera Vlan.

Installation Equipment Needed

- Installer will supply any lifts, ladders or any equipment required for installation of cameras.

***Please note this may not be a complete list of all necessary setup steps that may be necessary, it is to be understood that this installation is a turnkey job except for the cloud services installation.**

- B. **Completion time for work is May 1, 2021.**

COST ANALYSIS

***Note due to available funds quantities are subject to change.**

MODEL #	QUANTITY	UNIT PRICE	EXT. PRICE
1. NVR4X-PRM-128TB-NA Server	1	\$ _____	\$ _____
2. NVR4X Second power supply kit	1	\$ _____	\$ _____
3. NVR4X 10 Gig network adaptor kit	1	\$ _____	\$ _____
4. NVR4X 10 Gig DAC cable	2	\$ _____	\$ _____
5. ACC7 Enterprise License	128	\$ _____	\$ _____
6. 12.0-H4F-DO1-IR Camera	18	\$ _____	\$ _____
7. 15C-H4A-3MH-180 Camera	14	\$ _____	\$ _____
8. 24C-H4A-3MH-180 Camera	22	\$ _____	\$ _____
9. 24C-H4A-3MH-270 Camera	9	\$ _____	\$ _____
10. 2.0C-H5M-DO1 Camera	9	\$ _____	\$ _____
11. HM5-MT-DCIL1 Camera	9	\$ _____	\$ _____
12. 4.0C-H5A-BO1-IR Camera	1	\$ _____	\$ _____
13. 4.0C-H5A-D1 Camera	2	\$ _____	\$ _____
14. 4.0C-H5A-DC1 Camera	47	\$ _____	\$ _____
15. 8.0C-H5A-DO1-IR Camera	6	\$ _____	\$ _____
16. Avigilon Server Installation/Configuration	1	\$ _____	\$ _____
17. Configure mapping all cameras in ACC	128	\$ _____	\$ _____
18. Indoor Camera Install, labeling within ACC7	92	\$ _____	\$ _____
19. Outdoor Camera Install, labeling within ACC7	27	\$ _____	\$ _____
20. Gym Camera Install, labeling within ACC7 (need conduit)	9	\$ _____	\$ _____
21. Onsite Analytics Training (hours)	8	\$ _____	\$ _____
22. H4-BO-JBOX1 Mounting Hardware	1	\$ _____	\$ _____

23. H4AMH-AD-PEND1 Mounting Hardware	33	\$_____	\$_____
24. H4AMH-DO-COVR1 Mounting Hardware	38	\$_____	\$_____
25. IRPTZ-MNT-WALL1 Mounting Hardware	33	\$_____	\$_____
26. H4AMH-AD-DOME1 Mounting Hardware	5	\$_____	\$_____
27. H4AMH-AD-CEIL Mounting Hardware	7	\$_____	\$_____
28. H4A-DC-COVR1 Mounting Hardware	7	\$_____	\$_____
29. H4AMH-DC-CPNL1 Mounting Hardware	7	\$_____	\$_____
30. H4-MT-CRNR1 Mounting Hardware	8	\$_____	\$_____

TOTAL: \$_____

ESTIMATED INSTALLATION TIME: _____

WARRANTY: _____

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

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

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or , to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Sullivan County or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____,

_____, Notary Public

My Commission expires: _____

IRAN DIVESTMENT ACT AFFIDAVIT

As per Tennessee Code Annotated, Title 12, and effective July 1, 2016:

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 §12-12-106.

Signature

Date

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____

Notary Public

My commission expires:_____