



Sullivan County Purchasing Department

Invitation to Bid #176241026(KD) - Intercom System for Sullivan East High School

Sealed bids must be received by
2:00 p.m., on November 9, 2023

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

INVITATION TO BID

Sealed bids for the following project will be received by the Sullivan County Purchasing Agent at the Sullivan County Courthouse, 3411 Highway 126, Suite 201, Blountville, TN, until **2:00 p.m.**, Eastern Time, on **November 9, 2023**. Bids received will be publicly opened and read aloud. All bids will be considered for award or rejection at a later date.

PROJECT: Intercom System for Sullivan East High School

A Pre-Bid Conference will be held at Sullivan East High School, 4180 Weaver Pike, Bluff City, TN 37618 at **10:00 a.m.**, Eastern Time, on **October 19, 2023**. All questions regarding this project need to be submitted in writing via email to Kristinia Davis at kris.davis@sullivancountyttn.gov. All questions must be submitted no later than November 1, 2023, by the close of business. Questions will be answered in an addendum that will be issued no later than November 3, 2023.

This project is being funded by the Public-School Security Grant. Qualified Disadvantaged Business Enterprises (DBEs) are encouraged to submit.

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. All bidders must be licensed State of Tennessee Contractors as required by the Contractors Licensing Act of 1994 (TCA Title 62, Chapter 6). A Bid Envelope Cover Sheet has been included in the bid documents. The Bid Envelope Cover must be completed and attached to the sealed envelope. No bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Bidder's name, license number, classification of license and date of expiration and a quotation of that part of his classification applying to the bid; the Geothermal, HVAC, Masonry, Plumbing, Mechanical, Sprinkler, Electrical and Roofing subcontractor's name, license number expiration date and license classification, if any, must also appear on the Envelope Cover. If no Subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project".

The Owner reserves the right to reject any or all bids, to waive any informality or irregularity in the bid received and to accept or reject any and all items of any bid. No Bidder may modify, withdraw, or cancel a bid within thirty (30) calendar days after the actual date of the opening thereof.

PUB IT: 10/11/23

SULLIVAN COUNTY PURCHASING DEPARTMENT
3411 HIGHWAY 126 – SUITE 201
BLOUNTVILLE, TN 37617-0569

PHONE 423/323-6400
FAX 423/323-7249

October 11, 2023

PROJECT: Intercom System for Sullivan East High School

Dear Prospective Bidders:

You are invited to submit a bid proposal for the above project. A copy of the Invitation to Bid, Bid Envelope Cover, Bid Form, Sullivan County Compliance Affidavit (must be Notarized), Terms and Condition Forms are included in the project bid specifications. A copy of the contract that will be executed by the Bidder licensed to do business in the State of Tennessee, will be required. All bid submittals must include the required forms as specified in the attached bid specifications.

If there are any questions regarding this bid, please contact Kristinia Davis, Purchasing Agent, at kris.davis@sullivancountytn.gov.

Thank you for your interest in this project.

Sincerely,

Kristinia Davis

Kristinia Davis, CPPB
Purchasing Agent

Attachments

SULLIVAN COUNTY PURCHASING BID ENVELOPE COVER

THIS FORM IS TO BE FIRMLY ATTACHED TO THE OUTSIDE OF THE ENVELOPE CONTAINING THE BID

PART 1

ALL BIDDERS MUST COMPLETE THIS SECTION

Project Name: _____

Project Opening Date & Time: _____

Contractor's Licensed Name: _____

Contractor's Address: _____

Contractor's License Number: _____

Contractor's License Expiration Date: _____

Contractor's License Classification: _____

PART 2 - SUBCONTRACTORS

ALL BIDDERS MUST COMPLETE THIS SECTION. IF SUBCONTRACTOR'S BID AMOUNT IS \$25,000 OR MORE FOR (1) ELECTRICAL, (2) PLUMBING, (3) HEATING, VENTILATION, AIR CONDITIONING, (4) GEOTHERMAL, (5) ROOFING OR \$100,000 OR MORE FOR (6) MASONRY. IF THAT PORTION OF THE BID IS LESS THAN \$25,000 FOR ELECTRICAL, PLUMBING, HVAC, GEOTHERMAL, OR ROOFING ENTER "NONE" OR N/A IN THE NAME SPACE FOR THOSE CATEGORIES BELOW. IF THAT PORTION OF THE BID IS LESS THAN \$100,000 FOR MASONRY ENTER "NONE" OR N/A IN THE NAME SPACE FOR THAT CATEGORY BELOW.

1) *Electrical*

Name: _____

License Number: _____

License Expiration Date: _____

Classification: _____

4) *Geothermal*

Name: _____

License Number: _____

License Expiration Date: _____

Classification: _____

2) *Plumbing*

Name: _____

License Number: _____

License Expiration Date: _____

Classification: _____

5) *Roofing*

Name: _____

License Number: _____

License Expiration Date: _____

Classification: _____

3) *HVAC*

Name: _____

License Number: _____

License Expiration Date: _____

Classification: _____

6) *Masonry*

Name: _____

License Number: _____

License Expiration Date: _____

Classification: _____

B I D F O R M

TO: OWNER: Sullivan County Tennessee
 ADDRESS: 3411 Highway 126
 Blountville, TN 37617

BID TRANSMITTED IN CARE OF: Kristinia Davis, Purchasing Agent
Sullivan County Courthouse 3411 Highway 126, Suite 201
Blountville, TN 37617

FROM: BIDDER: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

TN. LICENSE NO: _____

LICENSE EXPIRATION DATE: _____

THE ABOVE STATED BIDDER IS:

_____ AN INDIVIDUAL

_____ A CORPORATION

_____ A PARTNERSHIP

_____ A JOINT VENTURE CONSISTING OF:

AND IS LICENSED TO DO BUSINESS IN THE STATE OF TENNESSEE, FOR THE
WORK SPECIFIED.

GENTLEMEN:

1. Having examined the scope of work, having visited the site of the proposed work, and being completely familiar with the local conditions affecting the cost of the work with addenda prepared by Kristinia Davis and entitled "Intercom System for Sullivan East High School".
2. I, (We) propose to execute the portion of the work identified as **"Intercom System for Sullivan East High School"** for the stipulated sum of: (sums shall be in written and numerical form)
Lump Sum Base Bid _____ DOLLARS (\$ _____).

Proposed Project Duration _____ (_____) Days
(Contractor shall invoice within thirty days after completion, one invoice for the entire sum due. Project must be completed by contractor no later than May 1, 2024)
3. The undersigned agrees to complete all of the work described by the "Contract Documents" and have the system fully ready for operation including any Alternates.
4. The undersigned agrees to commence work under this contract within three working days of receipt of Notice to Proceed.
5. The undersigned agrees that this bid shall be good and may not be withdrawn for a period of (30) thirty calendar days after the scheduled closing time for receiving bids.
6. The undersigned, upon receipt of written notice of the acceptance of this bid, agrees to deliver to the owner or his agent, the required performance bond, labor and material payment bond and certificate of insurance in accordance with the specifications and instructions to bidders.

The undersigned hereby acknowledges receipt of:

ADDENDUM NO.

DATE

This proposal is respectfully submitted.

By: _____

Title: _____

Firm name: _____

Business address: _____

(Seal if this bid is submitted by a Corporation)

This Bid Form consists of Three (3) pages. END
OF BID FORM

C O N T R A C T

This Contract, made and entered into on this the _____ by and between the SULLIVAN COUNTY GOVERNMENT, duly organized and existing under and by virtue of the laws of the State of Tennessee, hereinafter referred to as the County, and _____ hereinafter referred to as the Contractor.

W I T N E S S E T H:

WHEREAS, the County has taken all steps required by law for the construction of certain improvements, to-wit: _____ all in a proper and workman like manner as set forth herein; and has requested and received bids, as required by law, which bids, were opened on the _____; and the County, rejected all other bids or proposals, and accepted the proposal or bid of the Contractor herein, all of which is set forth in the minutes of said meeting, to which reference is here made.

NOW, THEREFORE, in consideration of the promises, and for the further considerations hereinafter mentioned, this Contract is hereby mutually understood and agreed to by and between the parties hereto for themselves, their personal representatives, successors and/or assigns.

SECTION 1. SCOPE OF THE CONTRACT. The Contractor shall furnish all the materials and will perform all the work as provided by the following enumerated scope of work, which are attached hereto and made a part hereof, as it is fully copied and contained herein:

1. Bidding documents on file in the office of the Purchasing Agent and as previously sent to the Contractor.

The Contractor shall defend, indemnify, and save harmless Sullivan County from any and all claims and suits for injury to person or property arising out of the performance of this Contract, caused by the acts or omissions of the Contractor, its agents, employees or sub- contractors, excepting bodily injury or property damage caused by the sole negligence of Sullivan County, its agents or employees.

SECTION 2. TIME OF COMPLETION. The work to be performed under this Contract shall be commenced and completed no later than May 1, 2024.

SECTION 3. THE CONTRACT PRICE. The County shall pay, in current funds, the Contractor for the performance of this Contract on the basis of the lump sum price set forth in SECTION 1 above, and as set out and stipulated in the bid proposal of said Contract, the total cost of _____, which said payment shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

SECTION 4. METHOD OF PAYMENT.

A. PAYMENT. The Contractor shall, within thirty days after completion of this Contract, prepare a statement of the total cost of the work done hereunder, and the County shall pay the entire sum so found to be due hereunder.

The Contractor obligates and binds himself for the payment of all bills incurred for the purchase of materials, equipment, tools, supplies and labor necessary for the construction of any and all of the improvements, and before final payment shall be due and payable, and as an express condition precedent thereto, the Contractor shall furnish the County satisfactory evidence showing that all bills for labor and material have been paid in full.

SECTION 5. BONDS . The Contractor obligates and binds himself, his successors and assigns, to pay all bills incurred for the purchase of materials, tools, supplies and labor necessary for the full performance of this Contract, and covenants to and with the County, to execute on behalf of the County, performance and payment bonds made a part hereof, and reference is made to said, which shall at all times during the life of this Contract guarantee the full and faithful performance of all the terms, conditions and covenants of this Contract together with the full and final payment and satisfaction of all obligations and bills incurred by the Contractor.

Performance and Payment Bonds shall be written by an agent representing some reputable insurance and bonding company authorized to do business in the State of Tennessee subject to approval by Sullivan County.

SECTION 6. INSURANCE. The Contractor aforesaid shall at all times keep in full force and effect, during the life of this Contract, Worker's Compensation Insurance in accordance with Title 50, Tennessee Code Annotated and all Amendatory Acts thereto, covering all of the employees during the progress of said construction work, and to furnish the County satisfactory evidence that he has in full force and effect such insurance on all of his employees used in the execution and carrying out the work under this Contract. Also, the Contractor shall have comprehensive general public liability insurance in amounts acceptable to the County. The Contractor will furnish comprehensive automobile liability insurance and furnish the County with certificates of insurance or policies and maintain the insurance in such form as shall be satisfactory to the County. The Contractor shall obtain and maintain owners liability insurance specifically naming County as the insured to defend, indemnify and save harmless the County from any and all claims and suits for injury to persons, including death, or property damage arising out of the performance of the Contract caused in any way by the acts or omissions of the Contractor or the Contractor's agents, employees, or sub- contractors during or in connection with the Contract work, excepting bodily injury or death or property damage caused by the sole negligence of the County, its agents or employees.

SECTION 7. SAFEGUARDS. The Contractor shall at all times during the progress and execution of said work to be done under the terms of this Contract, furnish and maintain all necessary signals and signs, safeguards and warning in, near and upon the place where said work is being done, so as to protect and prevent the public from being injured in any way or manner by reason of the construction of said improvements or work done in connection with and under the terms and provisions of this Contract.

SECTION 8. FEDERAL, STATE, LOCAL GUIDELINES. This agreement per the bid process shall be governed by all Federal, State and local laws. All federal, state,

and local guidelines must be adhered to. IN WITNESS whereof the parties by their authorized agents have executed this contract.

SULLIVAN COUNTY, TENNESSEE
3411 Hwy 126
Blountville, TN 37617

BY: _____

BY: _____

DATE: _____

DATE: _____

SULLIVAN COUNTY COMPLIANCE AFFIDAVIT

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED, AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: _____

CONFLICT OF INTEREST:

1. No Board Member or officer of the County or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the County has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantees or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.
5. Do you or any officer/owners/part-owners/stakeholders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by Sullivan County, Tennessee, including the Sullivan County Department of Education or serve on the Sullivan County Commission or the Sullivan County Department of Education?
_____ Yes _____ No

If you answered yes, please state the name and relationship of the employee or member of the Sullivan County Commission or the Sullivan County Department of Education.

6. Are you or any officers/owners/part-owners/stakeholders/employees of this company also employees of Sullivan County, Tennessee, including the Sullivan County Department of Education or serve on the Sullivan County Commission or the Sullivan County Department of Education? Yes____ No____

If you answered yes, please state the name of the employee or board member.

DRUG FREE WORKPLACE REQUIREMENTS:

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/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 vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer 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 award or agreement.
13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

NON-BOYCOTT OF ISRAEL AFFIDAVIT:

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this

bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/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 supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements.

SIGNED BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISSION EXPIRES ON: _____

1. **Purpose and Objective**

- A. The Office of the Sullivan County Purchasing Agent will receive sealed bids for the Sullivan County Department of Education until **Thursday, November 9, 2023 @ 2:00 p.m.** to Provide all Materials, Equipment, Labor, etc., for the complete installation of a **Telecor XL Basic Intercom System for Sullivan East High School**, 4180 Weaver Pike, Bluff City, TN 37618.
- B. A Pre-Bid Meeting is scheduled on Thursday, October 19, 2023 @ 10:00 a.m. at the school site, Sullivan East High School, 4180 Weaver Pike, Bluff City, TN 37618.

2. **ITB Timeline**

Pre-bid Date.....October 19, 2023

Deadline for questions to be submitted in writing to the
Purchasing Department.....November 1, 2023

Proposal Due Date.....November 9, 2023

This timetable is for the information of submitting entities. These dates are subject to change. However, in no event shall the deadline for submission of the proposals be changed except by written modification from the Sullivan County Purchasing Department.

3. **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 an Intercom System that **does not include** clocks or call-in switches but does include the ability to address rooms individually and in groups. The system will provide adequate coverage throughout the building including classrooms, hallways, gym, eating areas, kitchen, common areas and outside the building. The system will include bell and emergency tones and have scheduling capabilities for bells. The contractor will program all bell schedules.

4. **Proposal Submittal**

- A. All proposals must be submitted on forms supplied in the bid package and shall be subject to all requirements of the ITB, and these instructions to Bidders.
- B. ITB documents and forms, including the Bid Guaranty, shall be submitted in a sealed envelope. A Bid Envelope Cover Sheet has been included in the bid documents. The Bid Envelope Cover must be completed and attached to the sealed envelope. No bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Bidder's name, license number, classification of license and date of expiration and a quotation of that part of his classification applying to the bid; the Geothermal, HVAC, Masonry, Plumbing, Mechanical, Sprinkler, Electrical and Roofing subcontractor's name, license number expiration date and license classification if any, must

also appear on the Envelope Cover. If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project".

If the Bidder chooses to submit his 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 #176241026(KD) Intercom System for Sullivan East 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/time indicated.

- C. Proposals shall be addressed and delivered to:

Sullivan County Purchasing Agent
Attn: Kristinia Davis
3411 Highway 126
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. 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. 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.
- F. 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.

5. **Interpretations or Addenda**

- A. Any inquiries or requests concerning interpretations, clarification or additional information pertaining to this proposal must be e-mailed to Kristinia Davis @ kris.davis@sullivancountytn.gov by 5:00 p.m. Eastern time on Wednesday, November 1, 2023. In no case will verbal communication override written communication or documentation. Every interpretation 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 at least three (3) days before Bids are opened. In addition, all Addenda Responses to the questions will be posted and can be located through the following link: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=37b55d57-2b40-462f-bd8e-5b80ab095ddd>. 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 ITB.
- B. All proposals shall be submitted as follows:
- Bid Envelope Cover
 - Bid Form
 - Bid Bond
 - Compliance Affidavit
 - General Terms & Conditions

7. **Withdrawal of Proposals**

- A. Any submission of proposals may be withdrawn and/or resubmitted up until the date and time for opening of the bids. Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) calendar days following the bid date.

8. **No Contact Policy**

- A. From the period beginning on the date of the issuance of the ITB and ending on the date of the award of the contract, no candidates submitting in response to this ITB, nor any individuals, consultants, or affiliates of such candidates shall contact through any means or engage in any discussion regarding this ITB, the selection process, or contract award with any member of the School Board, County Commission, County Mayor, School Department, apart from the designated point of contact referenced above in regard to clarification requests. Any such contact may be grounds for the disqualification of the submittal.

9. **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.

10. **Insurance**

10.1 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:

- A. 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.
- B. 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.
- C. 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.
- D. 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.

11. **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.

12. **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 used in the performance of the Contract, including its use by Sullivan County Department of Education, unless otherwise specifically stipulated in the specifications.

13. **Inclement Weather**

13.1 During period of inclement weather, the Purchasing Department will enact the following procedures with regard to solicitations and weather delays:

- A. If County offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Department, all solicitations due that same day will be moved to the next operational business day.
- B. The County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

14. **Terms and Conditions of Award- General**

- A. The terms and conditions imposed herein shall govern in all cases, and conflicting terms and conditions submitted by the Bidder may constitute enough grounds for rejection of the proposal.
- B. Sullivan County reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, any technicalities. Sullivan County also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the School system deems necessary to make this determination shall be provided by the submitting entity.
- C. Sullivan County may award a contract, based on proposals received without further discussion of such a proposal. Accordingly, each proposal should state the most favorable terms from a price, conformance of specification requirements and functionality standpoint, which the Bidder can submit.
- D. The successful Bidder agrees to adhere to proposed and contracted schedules.

15. **Evaluation Criteria**

- A. The final review of Bidder's proposal will evaluate the hardware content, conformance to the specification requirements and based upon an analysis of the system offered to determine which proposal best meets the needs and objectives of Sullivan County Department of Education.
- B. The ability of Bidder to meet or exceed the functional requirements of the Request for Proposal will be evaluated.
- C. Confidence that Bidder will be able to carry out all installation plans in a timely and efficient manner will be evaluated.
- D. User-friendliness of the overall system.
- E. Pricing of system.

16. Introduction

16.1 **General**

- A. Bidders are encouraged to come to the pre-bid meeting, verify all existing items specified, and be familiar with the working conditions, hazards, and local requirements involved. Submission of bids shall be deemed evidence of such visit. All proposals shall take these existing conditions into consideration before bidding.
- B. All materials, unless otherwise specified, shall be new, free from any defects, and of the best quality of their respective kinds. All like materials used shall be of the same manufacture, model, and quality.
- C. Manufacturer's names are listed herein. **The products of other manufacturers will not be accepted due to standardization of equipment throughout our school system.**
- D. Contractor shall do all necessary cutting and drilling of present walls, floors, ceilings, etc., for the installation of new work; but no structural work shall be cut, unless approved by the Owner. All exposed building surfaces damaged by installation or removal of electrical work shall be patched and finished in the same materials and manner as adjacent areas by this Contractor.

16.2 Raceways and Cables

- A. Electrical work will conform to the National Electric Code and applicable local ordinances.
- B. All 125-volt electrical conductors shall be installed in galvanized electrical metallic tubing with compression type fittings and couplings, minimum 1/2" size conduit.
- C. All low-voltage wires and cables concealed in walls shall be run in EMT conduits from flush outlet boxes to above accessible ceilings. Provide conduits where cables penetrate firewalls above ceilings.
- D. All EMT entering boxes shall be served with insulating throat connectors and locknuts.
- E. No raceway shall be located in proximity of hot water lines or excessive heat.
- F. Where raceways cannot be run concealed in walls, use Wiremold Series surface raceway complete with all fittings, box extension rings, and required accessories. Coordinate routing of surface raceways with SCDE Maintenance Director.
- G. Use Cast "C" clamps, "U" straps, or ring hangers attached to rods, and/or brackets fastened to structure.
- H. No perforated straps or tie wires permitted for supporting raceways.
- I. Use wire ties for supporting low voltage cables run concealed above ceilings. Do not run cables loose on ceiling tiles. Support from structure above. Group cables in bundles. Any damage to ceiling grid or tiles shall be replaced by contractor.

- J. Tie mounts, plates, and anchors shall be used.
- K. Any additional conduit and/or raceways needed shall be provided by contractor.
- L. Cabling plenum rated in cable tray or j-hooks.
- M. Ground all electrical apparatus in accordance with the National Electric Code.

16.3 **Quality Assurance**

- A. Manufactures: Firms regularly engaged in manufacture of integrated communication systems, time keeping systems, and ancillary equipment, of types and capacities required, whose products have been in satisfactory use in similar service for no less than five (5) years.
- B. Installer's Qualifications: Firms with at least five (5) years of successful installation experience with projects utilizing integrated communications systems and equipment similar to that required for this project.
- C. All items of equipment including wire and cable shall be designed by the manufacture to function as a complete system and shall be accompanied by the manufacturer's complete service notes and drawings detailing all interconnections.
- D. The Contractor shall be an established communications and electronics Contractor that has had and currently maintains a locally run and operated business for at least five (5) years. The Contractor shall be a duly authorized distributor of the equipment supplied with full manufacturer's warranty privileges.
- E. The Contractor shall show satisfactory evidence, upon request, that they maintain a fully equipped service organization capable of furnishing adequate inspection and service to the system. The Contractor shall maintain at their facility the necessary spare parts in the proper proportion as recommended by the manufacturer to maintain and service the equipment being supplied.
- F. Except where specifically noted otherwise, all equipment supplied shall be the standard product of a single manufacturer of known reputation and experience in the industry. The Contractor shall have attended the manufacturer's installation and service school and upon request must show proof of attending such a school.

16.4 **Scope of Work**

- A. Furnish and install all materials, labor, equipment, permits, etc., to provide communications system as described herein for a complete operating system. Awarded Contractor will be responsible for adequate coverage throughout the building including classrooms, hallways, gym, eating areas, kitchen, and common areas and outside the building. This must include providing hybrid IP option to feed separate buildings fed with fiber optic cable.
- B. All manufactured articles, material, and equipment shall be applied, installed connected, erected, used, cleaned, adjusted, and conditioned as recommended by the

manufacturers, or as indicated in their published literature, unless specifically herein specified to the contrary.

- C. All work shall be performed by competent professionals and executed in a neat and professional manner providing a thorough and complete installation. Work shall be properly protected during construction, including the shielding of soft or fragile materials. At completion, the installation shall be thoroughly cleaned, and all tools, equipment, obstructions, or debris present as a result of this portion of work shall be removed from the premises. Contractor shall be responsible for disposing of old equipment removed.
- D. Program the operational characteristics matching the operation described herein, adjusting for call routing, transfers, priorities, and volume levels.
- F. The Contractor shall provide a minimum of eight (8) hours of in-service training with this system. These sessions shall be broken into segments, which will facilitate the training of individuals in the operation of this system. Operator Manuals and User Guides shall be provided at the time of this training.
- G. The Contractor shall provide factory certification, all software and license keys for staff that will operate and maintain the system at the expense of the contractor.
- H. The Contractor shall be capable of service response within two (2) hours, 365 days a year, 24 hours a day.

16.5 **Summary**

- A. Work Included: The scope of work of this section consists of the design, installation, and programming of all materials to be furnished under this SECTION, and without limiting the generality thereof, consists of providing all labor, materials, equipment, plant, transportation, appurtenances, and services necessary and/or incidental to properly complete all work as described in the specifications, or as reasonably inferred from either or, in the opinion of the Architect and SCDE, as being required and in general, is as follows:
 - 1. Supervised Network Intercom and Paging System, including but not limited to:
 - a. Supervised network amplifiers, back boxes, and all equipment, cabling and support required to interface the public address system to SCDE's telephone system via SIP Trunk Interface.
 - b. Supervised network system speakers, and ceiling mounted speakers, wall mounted horn, both interior and exterior.
 - c. Cabling to support the Public Address System (NOTE: category 5/6 cable must conform to SCDE guidelines. Coordinate with SCDE prior to submission for approval).
 - d. There shall be speakers in all rooms, hallways, and outdoors in approved areas.

- e. Supervise network PA override signal to local sound systems. Coordinate with 27 40 00 contractor.
- f. Supervised network emergency messaging display/clock capable of receiving and scrolling up to 64 character long custom messages without affecting or replacing display of time segments, and coded messages simultaneous with plain text message (displacement to time segments permissible for coded messages).
- g. Interactive Graphical Use Interface (IGUI) supporting a pictorial view of architectural room locations on a map, and controlling intercom functions including zone or all page, dynamic zone assignments, answering intercom call-ins, selecting and distributing program sources to any and all zones. IGUI will also annunciate, locate and indicate loss of communication to all supervised network devices including speakers, amplifiers, emergency messaging display/clocks, and notification switches.
- h. Emergency communication shall be initiated by the local console or from a centrally located district office via a District Wide Emergency Communication platform (included/not included in this contract). Emergency communication shall include but not be limited to, pre-recorded audio, live audio, emergency textual message display activation, computer pop-up notification, SMS Text message, and email.

16.6 **Submittals**

- A. Submit any shop drawings, product data, and quality control submittals specified below at the same time as a package.
- B. Shop Drawings: Composite wiring and/or schematic diagrams of the complete system as proposed to be installed. Drawing shall include relative position of all major components, typical connections, field components, accessories, and cable types.
- C. Product Data: Include catalogue data sheets, manufacturer's default specifications, user operation guides, and bill of materials.
- D. Quality control shall include the following:
 - 1. Name, address, and telephone number of the nearest fully equipped service organization.
 - 2. Submit a certificate of completion of installation and service training from the system manufacturer.
 - 3. Submit a list of comparable completed projects. Furnish the name, address, telephone number, and contact name of end user.

17. **PRODUCTS**

17.1 **GENERAL DESCRIPTION OF NETWORK INTERNAL COMMUNICATION SYSTEM**

- A. Supply and install a complete supervised network based intercom system. Field wiring shall be CAT 5E or CAT 6 cable, control wiring for power distributions and very long runs, and utilize an optional fiber backbone (when distance exceed normal Ethernet limitations). All station equipment shall utilize standard RJ-45 modular connections. All remote devices utilizing standard structured cabling shall be capable of PoE (Power over Ethernet) or power supplied within the CAT 5E or CAT 6 cable jacket. Wiring shall be capable of either being installed in conduit or cable trays, where shown on the plans.
- B. The system shall be capable of interconnecting with the building LAN (Local Area Network). This connection shall be minimal and utilize only one Ethernet 100 Mbps (or optionally 1 Gb) connection per station to accomplish all intercom operations. Ethernet ports and associated network switches that are required to connect any intercom devices will be provided by SCDE.
- C. Provide a separate circuit for each room and administrative office so each room, speaker, amplifier, and emergency messaging display/clock can be individually addressed.
- D. Overall intercom communications network shall utilize Ethernet or VoIP communications between all major components: administrative consoles, intercom stations, amplifiers and individual paging speakers, and network switches. Systems not utilizing Ethernet or VoIP communications protocol to each end-point device will not be acceptable. Systems not capable of supervising all networked devices including network amplifiers, network speakers, notification switches, and emergency messaging display/clocks will not be acceptable.
- E. The network shall support a VLAN configuration to separate activity in the intercom system from other in building LAN traffic. In locations where the supervised network communications system will be considered as part of the facilities life safety systems, a dedicated and isolated network shall be required.

17.2 **DESCRIPTION OF NETWORK INTERCOM / PA FEATURES**

- A. The system specified is based on the Telecor XL Series Supervised Network based Communications System providing at least the features and functions outlined below. It shall be installed and programmed by a local authorized and certified Telecor dealer.
- B. The system shall utilize a decentralized network structure not requiring any head-end equipment, central server, or any other control hardware to maintain system operation. Systems utilizing centralized electronics and subject to a single-point-of-failure (power supply, CPU, server, power, etc.) shall not be accepted unless the system has 100% duplication of all centralized operating equipment running concurrently and can automatically take over, including up to the minute programming configuration in the event of a failure of the main system head-end electronics or any required, centralized electronics required to make the system fully operational. Systems that are not based on decentralized structure or systems that do not provide 100% duplication of head-end or systems that operate in a “down-graded” operational mode as the result of a centralized failure are not acceptable.

- C. All station devices shall receive power and data through a Power-Over-Ethernet switch. Once plugged into the LAN through a Power-over-Ethernet network switch, all networked devices shall be immediately operational and as applicable shall be able to place or receive calls and pages from Stations as well as page all devices in the network. Consoles, intercom stations, clocks, emergency displays, or speakers connected to the network shall not require any network configuration or administration to function.
- D. Speech shall be transmitted in the frequency range from 50 Hz to 7 kHz and shall use a maximum of 128 kbps of bandwidth during a call. In order to assure maximum intelligibility, all system audio shall be HD Audio as defined in Intel™ High Definition Audio Specifications, June 17, 2010.
- E. Intercom communications between consoles and system devices shall be non-blocking with no channel restrictions or limitations (other than network capacity) to the number of simultaneous conversations at any time between airs of intercom stations, intercom station to console, console to console, console to speaker or zone of speakers, program source to a speaker or zone of speakers, or bell tones to a speaker or zone of speakers regardless of number of stations or consoles.
- F. Any and all device shall have the ability to have its programming downloaded, individually or simultaneously via the network. Programming shall be downloadable in a series of human readable, industry standard comma-separated values (CSV) files that can be saved and edited using common spreadsheet applications. Consoles, intercom stations, clocks, displays, and speakers residing on a network shall have the ability to update their programming, simultaneously from a CSV file. Furthermore, all devices shall also have the capability to be configured directly, such that device numbers, names, zones, and call-in destinations can be altered in real time without the uploading or downloading of their programming. System shall be capable of uploading firmware updates to all device classes simultaneously, via the network, without the requirement of tools, by authorized technician or qualified facility technician or representatives.
- G. Audio communications between all devices shall be accomplished with latency values of a maximum of 0.1 seconds and connection times of 0.01s for 1 to 500 speakers.
- H. The system shall support a minimum of 50 channels of simultaneous duplex communication paths on the intercom system LAN, plus a minimum of 10 simultaneous duplex channels for PBX integration.

17.3 **ADMINISTRATIVE CONTROL CONSOLE**

- A. The Administrative Control Console (subsequently referred to as Console) shall be a Telecor model MCC-300. The Console shall allow the operator to establish two-way communications with an intercom station, talkback speaker, or another Console using the handset or speakerphone. VOX functioning shall be automatically enabled when the handset is used. The Push-to-Talk button shall toggle the Console between talk and listen mode when the speakerphone is used. All rooms must be capable of talkback.

- B. The Console shall provide a 2-line by 20-character LCD display. The display shall be able to be tilted at different angles for optimum viewing. When there are no active calls, the display shall show the Console name and dial number. If a time server is connected to the network, the display shall also show the time and date.
- C. Incoming calls to a Console shall show the originating station dial number and name on the Console display. Calls shall be displayed in the order they are received. The operator shall be able to scroll through the list of calls and answer them out of sequence. Emergency call-ins shall be distinctly annunciated both visually and audibly.
- D. The Console shall allow call-ins to be forwarded to another Console, or for calls to be put on hold or transferred to another Console location. Additionally, call-ins or calls shall be forward/transfer-able to PBX telephone extensions via a SIP trunk interface.
- E. The Console shall be able to select remote audio sources connected at any location on the local area network and distribute the audio broadcast from the source to all speakers in a facility or to selected areas such as a speaker zone or a selection of speakers. The Console shall be capable of audio source verification by attendant prior to page zone activation. In this manner attendants shall be able to listen to the audio source locally, including listening to pre-recorded announcements, prior to system broadcast.
- F. The Console shall be able select a tone or a pre-recorded announcement and broadcast the tone or announcement to all facility speakers or to select areas, such as a speaker zone or a selection of speakers.
- G. The Console shall be equipped with digital volume control that shall allow for the separate adjustment of the speaker listen and handset listen volumes. The levels for intercom listen, tones, and program distributions shall be independently adjusted and stored in memory.
- H. The system shall allow user programming of alphanumeric architectural room names and numbers. The Console shall be capable of using 1-to-7-digit sequences for dial out and call-in identification, and shall display station numbering, station name, and call-in priority.
- I. The end-user shall be allowed to choose and determine the number and location of Consoles. The end-user shall not be limited by pre-set manufacturer limitations of the number of Consoles required by this project; allowing for unrestricted future expansion. Consoles may be added at any time. Consoles added by the end-user that exceed the engineered design for this project shall be at owner's expense. Communication between consoles or consoles and intercom stations or rooms shall not be inhibited by channel number restrictions.
- J. The Console shall be capable of displaying room statuses such as Privacy and Do Not Disturb and shall have the ability to override any status limiting communication between the Console and a station with Privacy or Do Not Disturb status activated. Temporary override shall not interfere with continued activation of Privacy and Do Not Disturb after communication has been established and electively terminated.
- K. The Desk Console will be located at the front desk in the school office and bookkeeping.

17.4 **SUPERVISED NETWORK INTERCOM TALK-BACK SPEAKER**

- A. The Supervised Network Intercom Talk-Back Speaker (subsequently referred to as Network Speaker) shall be a Telecor model eS8-TB. The Network Speaker shall be supervised and capable of up to 10 watts of audio signal and provide a minimum of 92db @ 1 meter SPL for maximum intelligibility. Speaker spacing shall be as defined by manufacturer to provide maximum intelligibility.
- B. The Network Speaker shall provide transmission of HD audio as generated from intercom console and/or associated push-to-talk, intelligent microphone, supervised network amplifier, or program sources connected to the network.
- C. The Network Speaker shall provide a dry contact output that can be activated remotely from a station or from a console, such as may be required in a door release application.
- D. The Network Speaker shall receive power and data over a RJ45 connect CATSE/6 cable via a Power-Over-Ethernet switch port. Once plugged into the LAN through a Power over Ethernet network switch, the Network Speaker shall be immediately functional and be able to receive calls and pages from consoles on the network. The Network Speaker shall not require any network configuration or administration to function.
- E. The Network Speakers shall support talkback; to optimize intelligibility talkback capabilities shall be supported via a microphone conditioned for low noise, HD audio, and with compression and noise gate capability. Stations that use the speaker instead of a separate microphone for talkback capability shall not be accepted.
- F. The Network Speaker shall have a call-in roll-over feature where if it places a call-in to a primary call destination which is not answered after a preset amount of time, the call-in shall be automatically escalated to a secondary call-in destination. If both the primary and secondary call-in destinations are unavailable, the call-in shall be redirected to a back-up Station, Console, or telephone device.
- G. The Network Speaker shall have the capability to be configured as a member of 1 or more paging zones.
- H. The Network Speaker shall support the direct connection with RJ45 connectors of two, supervised room notification stations. The stations shall provide the means for: normal calls, emergency calls, privacy mode, and do not disturb mode. Notification stations shall include a call placed assurance status LED to indicate a call has been placed. Notification stations shall be supervised and immediately indicate disconnection or a wiring fault.
- I. In addition to the visual call-in assurance status indicators on the notification stations, call-in assurance status indication must also be provided on the associated speaker. Also, in addition to visual call-in assurance, audible call-in assurance shall also be provided in support of persons with visual disabilities.
- J. Under blackout conditions the notification station shall be illuminated such that it can be located in the dark.

- K. Normal call stations must support the ability to activate emergency call-in signals via multiple button presses and press and hold operations. Emergency call stations shall be separate and clearly labeled with a red button so as to impart obvious operation in the event of an emergency. Systems that only provide a single call station with dual emergency and normal operation shall not be acceptable.
- L. The Network Speaker shall provide local, visual indication of operation or failed-communication and shall immediately annunciate a loss of communication at the main console location.
- M. Network Speaker volume must be capable of individual level settings through the network. Settings must not be adjustable without authorization. Volume controls located in rooms must be centrally lockable via the network. Systems that allow a volume adjustment without authorization shall not be acceptable. Systems that utilize a manually operated transformer or resistive volume control design shall not be acceptable. Volume controls shall be capable of establishing and maintaining levels for intercom, paging, program distribution, and tones, independently for each of the above functions. Emergency announcements shall be sent at a volume/level as required by the AHJ and shall not be affected by the adjustment of other speaker volume/levels for the purposes of paging, intercom, or other lower priority audio events.

17.5 SUPERVISED NETWORK MASTER/SATELLITE TALKBACK SPEAKER

- A. The Supervised Network Master/Satellite Talkback Speaker (subsequently referred to as the Master Talkback Speaker) shall be a Telecor model eS8-TB4 or approved equal. The Master Talkback Speaker shall support all functionality of the Telecor model eS8-TB (specified above).
- B. The Master Talkback Speaker shall be supervised and shall support the connection of Satellite Speakers and support up to four watts of additional 25V Satellite Speaker load. Satellite Speakers shall be Telecor model S8T2570 or approved equal.
- C. The Satellite speakers shall not support talkback; to optimize intelligibility talkback capabilities shall be supported from a single point via a microphone conditioned for low noise, HD audio, and with compression and noise gate capability. Stations that use the speaker instead of a separate microphone for talkback capability shall not be accepted.
- D. The Satellite Speaker shall receive power over a RJ45 connect CAT5E/6 cable via the Supervised Network Master/Satellite Talkback Speaker. Both the Supervised Network Master/Satellite Talkback Speaker and the Satellite Speaker shall receive all power through a single Power-Over-Ethernet switch port. Systems that require auxiliary power or additional external or supplementary audio power amplification are not acceptable.

17.6 SUPERVISED NETWORK INTERCOM STATIONS

- A. The Supervised Network Security Intercom Station (subsequently referred to as Intercom Station) shall be a Telecor model eSTN-0, eSTN-1, eSTN-2, eSTN-3, or approved equal. The Station shall be supervised and used to establish communication between specific areas of a facility, providing for two-way communications as well as call-in capabilities.
- B. The Station shall be equipped with zero to three tamperproof push-button switches as required for the application. The unit shall be inscribed with simple operating instructions on the stainless-steel faceplate. Stations shall support placement of a call-in (normal or

emergency), the annunciation of a call-in, answering of a call-in for intercom, and placement of an all call, emergency, or zone page as required.

- C. The Station shall have a station status LED indicator with "Status" inscribed on the faceplate.
- D. The Station shall provide a dry contact output that can be activated remotely from another station or from a console, such as may be required in a door release application.
- E. The Station shall receive power and data through a Power-Over-Ethernet switch. Once plugged into the LAN through a Power over Ethernet network switch, the Station shall be immediately functional and be able to receive calls and pages from consoles on the network. The Station shall not require any network configuration or administration to function.
- F. The Stations shall have a call-in roll-over feature where if it receives a call-in as a primary call destination which is not answered after a preset amount of time, the call shall be automatically escalated to a secondary call destination. If both the primary and secondary call destinations are unavailable, the call shall be redirected to a back-up station or console.
- G. The Station shall have the capability to be configured as a member of one (1) or more paging zones.
- H. The Station shall be wall-mounted on a 3-gang backbox with a depth of no less than 2.75". Mounting hardware shall be tamper-proof. The face plate shall be fabricated from 11 gauge stainless steel with a brushed, mar-resistant finish. The Station shall be designed to withstand physical damage and everyday wear-and-tear. The buttons shall be tamper-proof and the overall assembly shall be designed to be vandal-proof. A G3 weather-seal gasket shall be available as an additional option to weatherproof the Stations.

17.7 **SUPERVISED NETWORK AMPLIFIERS**

- A. The Supervised Network Amplifier (subsequently referred to as Network Amplifier) shall provide a minimum of 25 watts for paging and public address and shall be capable of utilizing analog amplifiers to increase the amount of amplified signal from the network amplifier. The Network Amplifier shall be connected directly to the network switch by an RJ45 connector and shall receive signals directly from the network.
- B. The Network Amplifier shall be supervised and in the event that network communications is lost, an audible alert shall sound on the Amplifier. The Network Amplifier shall provide a silence feature to mute the audible alert for 24 hours.
- C. The Network Amplifier shall also be capable of receiving local input from local devices such as tape decks, iPod docks, CD players, etc. The network amplifier shall be capable of transmitting signals received from the local input to other network locations or locally to directly connected 25/70 volt or 8 ohm analog speakers.
- D. Each Network Amplifier shall be capable of providing two audio inputs for local devices and shall be programmable as either a microphone or line-level input.

- E. The Network Amplifier shall be controlled remotely such that audio programs, input, tones, textual messages, or announcements may be initiated by other devices connected at different locations on the local area network.
- F. The Network Amplifier shall have a minimum of 4 local tone/pre-recorded announcement audio message control lines which when activated will distribute tones/pre-recorded audio messages to intended network amplifiers for re-distribution, network talk-back speakers (or a zone), and/or local 25/70 volt or 8 ohm analog speakers directly connected to amplifier. Each network amplifier shall be capable of storing four (4) pre-recorded announcements in addition to a minimum of 16 tones. Tones and announcements shall be activated locally or from other network devices.
- G. The Network Amplifier shall store and transmit companion textual messages for each stored audio announcements. Textual messages shall be automatically broadcasted to the same zone along with the audio messages such that any device programmed for that zone automatically receives both the audio and textual announcement/message and automatically reproduced each or both messages to the extent of the devices' capabilities.
- H. The Network Amplifier shall be capable of transmitting HD level audio as defined by Intel™ High Definition Audio specifications, June 17th, 2010 at a minimum.
- I. The Network Amplifier shall shut down to protect itself should an output short circuit fault or overload occur that jeopardizes the integrity of the Network Amplifier.

17.8 SUPERVISED INTERACTIVE GRAPHICAL USER INTERFACE

- A. The system shall include an Interactive Graphical User Interface (subsequently referred to as IGUI). The software shall reside on PC provided by vendor and should have ability to interface to District Wide Emergency Communication system located in district office.
- B. The IGUI shall be supervised and shall utilize an easy-to-use Graphical User Interface for quick and easy graphically aided navigation to access functionality for all intercom stations, paging zones, and program distribution sources. Emergency operations shall be simplified through the IGUI allowing stored audio files and alphanumeric messages for message displays to be activated from the IGUI. The IGUI shall allow common operations such as daily announcements to become simplified into single touch activated icons; removing multi-step console set ups and dial strings.
- C. The voice device used to originate voice communication for the IGUI to selected locations shall be a system console, telephone handset, or microphone independent from the computer hosting the IGUI. The voice device shall remain functional and accessible regardless of the operational state of a computer supporting the IGUI.
- D. The IGUI shall allow the creation of a custom operating screen(s) based on the floor plans of the facilities. Icons representing intercom stations, zones used for paging, tone distribution, textual Message distribution, and audio program distribution shall be incorporated onto the floor plans. The IGUI software shall provide:
 - 1. Simple routine call processing, including: hold, transfer, and forward
 - 2. Activation of remote station auxiliary relays for applications such as door lock or release

3. Emergency functions
4. Paging
5. Audio program distribution
6. Customizable page elements
7. Customizable operating screen
8. Element library for emergency event icons
9. Initiation of emergency and non-emergency messaging, textual and audible
10. Remote station volume adjustment
11. Remote activation of do not disturb status and/or message waiting status
12. Remote station trouble indication
13. Remote station background music channel selection
14. Dynamic zone management for interactive on-the-fly console specific zones
15. Single touch emergency response (supporting both actual emergencies and drills) including but not limited to all or any combination of the following:
 - Live voice notification
 - Pre-recorded audio message
 - Digital plain text messaging with simultaneous numerically coded message capability
 - Remote system activation, i.e., access control systems, CCTV systems, door release systems, etc.

E. The IGUI must provide an efficient and reliable method of notifying the occupants within the facility of critical situations. A variety of emergency tone signals that reside within the intercom/paging system shall be activated by clicking on pre-programmed buttons on the IGUI screen, initiating the transmission of toe signals to speakers, and alphanumeric messages to message displays/digital clocks. A “lockdown” icon shall e designed as per Owner direction, with Owner selecting the appropriate tone. Whole building macros for emergency or off-normal response shall be built into the internal communication system as directed by the Owner. Each macro shall be capable of being activated by the console, the IGUI as indicated on plans or as directed by the Owner or AHJ. It shall be possible to activate a WAV file message or Owner selected tone coinciding with multi-language textual messages for distributions to zones as directed by the Owner, all from a single activation icon located on the IGUI. Other single action macros shall be activated in similar fashion via the IGUI and a custom labeled icon. Plain language labeling of all icons on the IGUI shall be user changeable.

17.9 CONTROL INTERFACE

- A. The Control Interface shall be a Telecor model eCI or approved equal. It shall provide a Desktop Application for PC interaction with the Intercom and Paging system, a Command Interface Protocol for external system interaction with 3rd party systems, Group Zone functionality, and a Scripting Engine supporting multiple sequential operations.
- B. The system shall incorporate a Windows based Desktop application that makes use of a Command Protocol Interface, allowing external systems to interact with the Network Intercom and Paging System. Combined with the Scripting and Group Zones features, the Desktop application shall be able to generate a preprogrammed series of operations from a single action. These features shall be used in conjunction with a graphical user interface and the Microsoft Windows desktop.
- C. Default Scripts shall be used to generate customized shortcuts according to the needs of a facility. These shortcuts shall then be placed directly on the Windows desktop and shall be able to activate virtually any Intercom and Paging function by clicking on the shortcut icon. These shall include activating:
 - 1. Alerts, audio distributions, coded and plain text messages, intercom operations.
 - 2. Pre-Recorded Evacuate, Lockdown, and All Clear audio files.
 - 3. Companion text messages for audio alerts
 - 4. Coded messages on all secondary digital clocks and displays.
- D. The Desktop Application shall also be able to use to activate SMS text messages, computer pop-up notifications, and email distributions in conjunction with any Desktop Script. Desktop Icons such as a Panic Button shall be able to send SMS notifications to a crisis team, advance warning to building occupants through pop-ups to heighten the level of awareness.
- E. Any Desktop location running the Application shall have the ability to create and send an instant message using the Desktop's keyboard any display. The textual message can be sent independently or as a companion message to an audible alert.
- F. The Desktop Application shall be capable of utilizing Soft Call and Panic buttons. Soft Call buttons shall be able to be created to operate as a call button on the desktop with a normal or emergency call priority. They shall also be able to be combined with other preset or on-the-fly custom text messages. Panic buttons shall allow a user to unobtrusively activate an audio path from the panic button location to another eSeries device at a security location. This shall allow security personnel to listen to an occurring situation and provide the appropriate response.
- G. The System shall be capable of streaming multiple audio programs over 10 available channels, simultaneously, to speaker locations in the facility. The ability to turn the broadcast on or off to a specific location shall be controlled from the Desktop Application.

- H. A user from the Desktop Application shall be able to enable or disable Do Not Disturb (DND) mode for a group of devices such as speakers or intercom stations.
- I. Volume Adjustments to individual devices, devices in a zone, or all devices in the intercom and Paging System shall be able to be made from the Desktop Application.
- J. The Desktop Application shall be able to be used to create a call directory to provide the user with the ability to quickly and easily place calls to a large number of prospective recipients and locations. The shortcuts shall be able to be customized with the name of the call recipient or location. The call directory shall also be able to contain shortcuts that activate message waiting indications in addition to the option of placing calls.
- K. The system shall interface with other external systems using a Command Interface Protocol. External systems include integrated security management or building management systems via devices such as computers, programmable logic controllers, or software based annunciator panels.
- L. The Command Interface Protocol shall be used to send real time commands and receive real time status messages between the 3rd party system and eSeries devices. The Command Interface Protocol shall be an ASCII protocol that includes both outbound messaging, and support for inbound command via a virtual COM port and a physical USB connection.
- M. Scripting shall allow operations to be carried out in sequence. Scripts shall be activated in various ways including: automatically based on the day of week and time of day, using an eConsole or a phone, or by using eDesktop, or from other scripts.
- N. When scripts from an eConsole or PBX phone (via eSIP), the name of the script shall be displayed on the eConsole or phone. Then the user shall be presented with options to enable or disable the script (depending on the current state of the script). eConsoles and PBX phones that dial the script number shall hear voice prompts for enabling or disabling the script.
- O. Scripts shall be used for scheduling time tone programs that include tones, pre-recorded messages, and textual messages displayed on e365-TB Message Display/Clocks reoccurring at specific times and days.
- P. Scripts shall be able to perform cascading evacuation operations where evacuation audio messages are automatically first distributed to zones closest to the location of an emergency before spreading outwards to other zones according to a time schedule, thus reducing evacuation route congestion throughout the facility.
- Q. Group Zones shall allow groups of page zones or devices to be defined as a group zone with a dial number. Group Zones shall be able to be accessed from eDesktop, eConsoles or PBX phones.
- R. Group zones shall be the destination for various functions including textual messages, or audio operations, such as pages or audio program distributions). Group zones shall be assigned customized names which will appear on eConsole or phone displays when they are dialed.

- T. Group Zone shall support designated priorities, such as emergency. Operations that are to a zone with a priority are automatically elevated to override any normal or lower priority operations the devices in that group zone are receiving.

17.10 **SUPERVISED SIP TRUNK IP/PBX INTERFACE**

- A. The system Session Internet Protocol (SIP) Interface shall be a VoIP PBX phone interface of the same manufacturer as the supervised network intercom and paging system. Third party gateway devices shall not be accepted.
- B. The SIP Interface shall be supervised and shall connect directly to the facilities network and the PBX's network and shall provide the following:
 - 1. Establish a barrier gateway between the intercom and paging network and the PBX and/or common computer network.
 - 2. Transparent audio operation between VoIP PBX phones and any device on the supervised network intercom and paging system. Paging access from any telephone on the facility system VoIP PBX to any intercom speaker, speaker zone, intercom station, console, all speakers, or paging horns and zones throughout the facility.
 - 3. Any call-in from the supervised network intercom and paging system shall be capable of being routed directly to a VoIP PBX phone. Call-in stations can be configured and programmed to automatically dial any number on the publicly switched telephone network, landline, or cellular number through the SIP interface and via the PBX.
 - 4. Ability to escalate a call-in directed to a console to be redirected to a VoIP PBX connected phone via the SIP Interface. Escalation can also include the ability to dial any number on the publicly switched telephone network, landline, or cellular number through the SIP interface via the PBX.
 - 5. Ability to initiate alarm and crisis response protocols from any VoIP PBX connected phone.
 - 6. Ability to require security access code to utilize the intercom or paging system emergency communication features.
 - 7. Minimum of ten (10) simultaneous telephone channels of access to/from VoIP PBX phone system.
 - 8. Full caller ID support from any supervised network intercom call-in device to a VoIP PBX connected phone identifying the calling station ID/Location.
 - 9. Emergency level call-in to be uniquely identified as emergency on the VoIP PBX phones.
 - 10. Activation of all supervised networked intercom and paging system emergency tones and pre-recorded announcements from any phone connected to the building VoIP PBX phone system.

11. The SIP Interface shall additionally allow for calls to be placed from a console to any phone number on the publicly switched telephone network (landline or cellular). Additionally, intercom calls at a console may be transferred to any number on the publicly switched telephone network to any landline or cellular number through the SIP interface via the PBX.
 - C. Systems that connect to a building or district phone system and are limited to a SLT or CO connection will not be accepted as a substitute for a fully operational SIP Interface.
18. **EXECUTION**
- A. Install the system in accordance with the manufactures printed instructions and recommended cable types.
 - B. Provide point to point wiring diagrams showing location of all wire pulls. Mark all cables corresponding to point to point wiring diagrams.
 - C. System Acceptance Test
 1. Have the company field adviser adjust the completed system to desired volume levels of customer.
 2. The system shall operate for a least two weeks with no failures or changes required.
 3. Test every circuit in the system to ensure proper operation.
 4. Test each daily function school will be using making sure staff is knowledgeable in the operation of the system and provide in person training for school staff.
 - D. The Contractor shall provide a **one-year warranty** of the installed system against defects in material and workmanship. All labor and materials shall be provided at no expense to the Owner during normal hours. The warranty period shall begin on the date of acceptance by the Owner.
 - E. The Contractor shall, at the Owner's request, make available a service contract offering continuing factory authorized service of this system after the initial warranty period.
 - F. The system manufacturer shall maintain engineering and service departments capable of rendering advice regarding installation and final adjustment of the system.

GENERAL TERMS AND CONDITIONS

1. SUBMITTAL REQUIREMENTS

Submittals for consideration must be submitted on the form provided and bear the handwritten signature of an authorized representative of the firm and notarized to be considered valid. If submitting multiple bids/ proposals in paper form, each must be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed. Bids/ RFP's/ RFQ's will be read aloud at the specific date and time as stated in the invitation. RFP/RFQs respondent's names only will be read aloud. All openings are public meetings. Bidders/ proposers and interested persons are invited to attend. The County reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the County receives fewer than two responses.

Unless otherwise stated by the County, no bidder may withdraw a bid within a period of sixty (60) days after the date set for the opening of bids. Bids and modifications or corrections thereof received after the closing time specified will not be considered. The County is not responsible for delays in delivery by mail, courier, etc.

Any exceptions to these terms and conditions or deviations from written specifications will be shown in writing and attached to the bid form. Any alteration, erasure, addition to or omission of requested information, change of the specifications, or bidding schedule, is made at the risk of the bidder and may result in the rejection of the bid, unless such changes are authorized by the specifications.

2. QUESTIONS / ADDENDA

Failure to examine any drawings, specifications, and instructions will be a bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications and instructions or other documents, he should submit a written request for an interpretation to the Purchasing Agent. An interpretation of the documents will be made only by addendum and issued by the Purchasing Agent. The County will not be responsible for explanation or interpretations of bid documents except as issued in accordance herewith.

Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent. The bidder is requested to attach brochure-type information on the supplies furnished. All guaranteed and warranties should be clearly stated.

3. DISCREPANCIES

All pricing must appear in the spaces provided by the County's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. In case of error or discrepancy in the mathematics of the bid price, the unit prices shall prevail. The County will correct math computation errors (Unit Price & Totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

4. SUBMITTAL OF SEALED BIDS/RFP/RFQ/ITQ

Any forms furnished by the County must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. TELEPHONE, FACSIMILE OR EMAIL RESPONSES WILL NOT BE ACCEPTED UNLESS OTHERWISE INDICATED. Electronic receipt of bids/proposals/quotes is acceptable for those **eligible for online submittal** at: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerID=37b55d57-2b40-462f-bd8e-5b80ab095ddd>. **Paper Bid/RFP/RFQ submittals shall be sealed in an envelope.** No solicitation received after closing time shall be considered. The official time for paper submittals will be that of the date and time in the Purchasing Department. For electronic bids the official time is that posted on the website. Late submittals will not be accepted. Sullivan County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their Bid/RFP response electronically less than one hour prior to the Bid/RFP/RFQ opening time.

5. TABULATIONS: BIDS/RFP/RFQ/ITQ

Tabulations for Bids/RFP/RFQ/ITQ will be posted on Vendor Registry, which is accessible through the County Purchasing website.

6. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation meeting quality and performance standards as described in the solicitation documents and whose Bid/RFP/Quote is determined to be the best interest of the County. The County also reserves the right to award this product/service based on other contracts in-place (state or

cooperative contracts) as may be in our best interest. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.

7. NO CONTACT POLICY

From the period beginning on the date of the issuance of this ITB any contact initiated by a proposer with any Sullivan County Representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Department Representative listed herein or with said Representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this Purchasing transaction. The Solicitation form must include an authorized signature and must be notarized for the bid to be accepted.

8. PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified of all information submitted as part of, or in support of, bids/ proposals will be available for public inspection after award, in compliance with Tennessee Statutes unless the vendor additionally identifies a specific area or scope of data or other materials to be protected and details the reasons protection is necessary.

9. PAYMENT TERMS AND DISCOUNTS

Payment Terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of the receipt of all material covered by the order/contract, whichever is the later date.

10. CONDITION STANDARDS

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

11. DEFAULT

Default in promised delivery and failure to comply with specifications authorizes the County to purchase supplies elsewhere and charge the difference to the defaulting vendor.

12. TERM OF CONTRACT

The contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments providing all terms, conditions and cost are acceptable to both parties. The County reserves the right to re-bid at the end of any contract period. The County may cancel any contract for cause, or non-appropriation of funds, following written notification of intent.

13. BREACH OF CONTRACT

A party shall be deemed to have breached the contract if any of the following occurs:

- Failure to provide products or services that conform to the contract requirements.
- Failure to maintain/ submit any report required hereunder.
- Failure to perform in full or in part any of the other conditions of the contract.
- Violation of any warranty.

14. CONTRACT TERMINATION FOR CAUSE

If the Contractor or Vendor fails to properly perform its obligations under this contract or purchase order in a timely or proper manner, or if the contractor violates any terms of this contract, the County shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services. In the event the contract is terminated for due cause by the County, the County shall have the option of awarding the contract to the next proposer or proposing again.

15. CONTRACT TERMINATION FOR CONVENIENCE

The County may, by written notice to the Contractor or Vendor to terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the County. The County must give notice termination to the vendor at least (30) days prior to the effective date of the termination. The Contractor or Vendor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the County be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no rights to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

16. ADDITIONAL PURCHASE OPTION

This Bid includes an option to allow Sullivan County, Tennessee the right to purchase additional vehicles/equipment. The County's use of this option will be dependent upon the price offered by the vendor and the availability of funding. The County may exercise this option clause for a period of twelve (12) months after the award of the Bid.

17. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

18. FOB (FREE-ON-BOARD) POINT

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated County location.

19. TAXES

The County is exempted from Federal excise taxes and state and local sales taxes and bidders must quote prices which do not include such taxes. An exemption certificate will be furnished upon request.

20. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the county against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, County employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the County, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

21. INSPECTION

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the County. Rejected materials will be returned at the vendor's expense.

22. INSURANCE

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the County for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by either of them. Any required insurance shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

23. FORCE MAJEURE

In the event that the performance of any obligation under this contract, by either party, is prevented due to acts of God, exchange controls, export or import controls, government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, pandemics, epidemics, plague, outbreaks of infectious disease, including but not limited to COVID-19, any other public health crisis, including stay at home orders, group size restrictions, travel restrictions, or employee restrictions, issued by the Governor or a public health authority, such as Sullivan County Regional Health Department, or recommendation of the Center for Disease Control or the National Institutes of Health to limit the spread of COVID-19, or any other cause beyond the reasonable control of a party, such party will not be responsible to the other party for failure or delay in performance of its obligations under this Contract. Each party will promptly notify the other party of such Force Majeure condition and make good faith efforts to ensure goods or services are provided as per the contract. However, if Force Majeure conditions occur and both parties mutually agree, this contract may be cancelled. If cancelled, neither party will be considered in breach of contract. If funds have been paid for products or services that have not been received, the vendor will send the County a refund within thirty (30) days of the cancellation.

24. WARRANTY

Unless otherwise specified by the County, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

25. EQUAL OPPORTUNITY

It is the policy of Sullivan County to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

26. IRAN DIVESTMENT

Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Purchasing Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in §12-12-106. Inclusion on this list makes a person ineligible to contract with Sullivan County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available

here: <http://tennessee.gov/generalservices/article/Public-Information-Library> Submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/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 vendor is not on the list created pursuant to § 12-12-106

27. NON-COLLUSION AGREEMENT

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor’s firm certifies to the best of his/her knowledge and belief this bid/proposal submitted to Sullivan County, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms, and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of Sullivan County, Tennessee has promised any personal, financial, or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

28. CONFLICT OF INTEREST

- a) No Board Member or officer of the County or other person whose duty it is to vote for, oversee or in any manner superintend any of the work for the County has a direct interest in the award of the vendor providing goods or services.
- b) No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Local, State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- c) The grantees or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
- d) Do you or any officers/part-owners/stakeholders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren, or any to whom you are related by blood or marriage) that are currently employed by Sullivan County, Tennessee, including the Sullivan County School System or serve on the Sullivan County Commission or the Sullivan County Board of Education? _____ Yes _____ No

If you answered yes, please state the name and relationship of the employee or member of Sullivan County Commission or Sullivan County Board of Education member

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- e) Are you or any officers/part-owners/stakeholders/employees of this company also employees of Sullivan County, including the Sullivan County School System or serve on the Sullivan County Commission or Sullivan County Board of Education? _____ Yes _____ No

If you answered yes, please state the name of the employee or Commission member or Board member

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- f) By submission of this bid, the vendor is certifying that no conflicts of interest exist.

29. DRUG FREE WORKPLACE REQUIREMENTS

Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

30. ELIGIBILITY

The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

31. PROTEST POLICY

Any protest to a bid award by Sullivan County shall be submitted in writing to the Purchasing Agent with a copy to the Sullivan County Mayor and delivered not later than seven (7) calendar days from the date of the county’s award decision. Such protest must include a protest bond in the amount of \$350 (Cashier’s Check payable to the Sullivan County Trustee or Cash) submitted to the Purchasing Agent before the County will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the County Mayor, the bond will be retained to cover costs associated with the protest. The steps for dispute resolution may include:

- A meeting with the Purchasing Agent, the requisitioning Department Manager, and representatives from the disputing party to discuss and resolve the complaint.

- Information from the aforementioned meeting will be forwarded to the County Attorney for review.
- A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protester and all parties involved.
- Purchases will not be allowed under this procurement until a final decision is rendered.
- In the event that purchases must be made before a final decision is rendered, the emergency purchase procedure will be used.

32. GOVERNING LAW

All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if disputes arise between the parties concerning any aspect of the contract and /or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Sullivan County, Tennessee. The parties waive their right to jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Sullivan County, Tennessee.

33. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS

a) In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

34. BUY AMERICA REQUIREMENTS

Vendor agrees to comply with 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic Preferences for procurements, which provide that Federal Funds may not be obligated unless all steel, iron and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted or the products is subject to a general waiver. General Waivers are listed in 49 C.F.R. § 661.7. By submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies compliance with the Buy America Requirement.

35. CLEAN AIR ACT

Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.)

36. FEDERAL WATER POLLUTION CONTROL ACT

(1) Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et Seq.

(2) Vendor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal Assistance.

37. SUSPENSION AND DEBARMENT

Federally Funded procurements must not be awarded to parties that are listed on the governmentwide exclusions in the System for Award Management (SAM.gov), in accordance with the OMB guidance at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., P.235). "Debarment and Suspension" Sam exclusions contain the names of the parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Entities must be registered in the SAM.gov website to be considered for award.

(1) Any agreement or award resulting from this bid is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the vendor is required to verify that none of the vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) By Submission of this bid, vendor is certifying compliance with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or award that may arise from this offer.

38. BYRD ANTI-LOBBYING AMENDMENT

Vendors who bid for award of \$100,000 or more shall provide the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of a member of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency. By submission of this bid, vendor is certifying compliance with these requirements.

39. PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

40. ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The vendor will retain and will require any subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

(2) Retention Period. The vendor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The vendor shall maintain all books, records, accounts, and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The vendor agrees to provide sufficient access to the Federal and State Government and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The vendor agrees to permit Federal and State Government and its contractor's access to the sites of performance under this contract as reasonably may be required.

41. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

Vendor acknowledges that Federal Grant Funds will be used to fund all or a portion of this bid. The Vendor agrees to comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

42. NO OBLIGATION BY FEDERAL GOVERNMENT

The Agency and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Vendor, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

43. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the vendor's actions pertaining to any contract resulting from this bid.

44. NON-BOYCOTT OF ISRAEL AFFIDAVIT

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of joint bid/quote/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 supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

45. SIGNATURE REQUIREMENTS

All submittals must contain the full name of the company, must be signed by a person authorized to bind that company to a contract and notarized. Submission response to the solicitation constitutes acceptance of all terms and conditions included herein. Unsigned forms will not be considered, read, or tabulated. Bid forms may not be signed during or after the bid opening, even if a representative is present.