

## Business Department SchoolAdministrationBuilding 304 New York Ave Oak Ridge, Tennessee 37830 Phone (865) 425-9005 Fax (865) 425-9060

# **Request for Proposal**

## Description of items/services requested:

The Oak Ridge Schools Board of Education is soliciting proposals for an Intercom System (**RFP 24-005**) **ORHS Intercom System**.

## **General Requirements:**

Proposals, bids, or responses will be accepted by the Oak Ridge Schools Business Department no later than **2:00 PM EST, November 9, 2023.** Every document must be enclosed in an envelope clearly marked as a bid document. Two full copies of the proposal must be submitted each with original signatures on both Bid Forms (included in this packet). Any r e s p o n s e , bid, or proposal received after the above deadline shall be considered late, and will not be opened or considered. Bid prices must be valid for no less than sixty (60) days from the date of the bid. At the mutual agreement of contractor & school district, contractor will honor bid pricing, plus any reasonable inflationary adjustments, for additional intercom system(s) within 12 months of initial contract. Such agreements will be handled on a case-by-case basis and must be agreed to by both parties at the time of the new project.

All documents shall be submitted to the following address:

Mary Ann Riley, Purchasing Specialist Re: ORHS Intercom System (RFP 24-005) Oak Ridge Schools 304 New York Ave Oak Ridge, TN 37830

## **SPECIFICATIONS:**

#### IP6000 Bid Specification Red Text Pertains to Retrofits Only

#### PART 1 - GENERAL

#### 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.

#### 2 SUMMARY

- A The Contractor shall furnish and install all equipment including, but not limited to, outlet boxes, wiring, speakers, and all other necessary equipment to provide a complete operating system as indicated with the contract documents. Provide all necessary wall plates, specialty boxes, etc., not provided by others.
- B Class Connection<sup>™</sup> IP6000 Communication System shall be considered as meeting all specifications and as the base bid. The specifying authority must approve alternate systems. Alternate bidders supplying another system shall make aware their intentions and provide all information, including catalog cuts, shop and working drawings, data sheets and a demonstration of the proposed system features. This information must be presented to the relative parties as to allow sufficient time to review all material. This should be accomplished by emailing the information to <u>orspurchasing@ortn.edu</u> by November 6<sup>th</sup>, 2023.
- C The intent of this specification is to maximize communications between the classroom and administrative areas while enhancing school safety and reducing maintenance and operational cost.
- D Under this specification, the system shall provide a complete Communication System for the entire school including the outdoor recreational areas.
- E The Communication System shall provide distribution of intercom, overhead paging, emergency paging, class change time tones, emergency tones, program material and onboard emergency messaging.
- F The Class Connection<sup>™</sup> IP6000 Communication System shall replace any existing intercom system and shall distribute intercom, overhead paging, emergency paging, class change time tones, emergency tones and program material over the existing speakers in all buildings, including portable buildings, not being remodeled. Provide required IP gateways at the removed equipment location to integrate the existing speakers into the new Class Connection<sup>™</sup> IP6000 Communication System.
- G The Class Connection<sup>™</sup> IP6000 Communication System shall be interfaced with the School's telephone system to ensure full access to the Class Connection<sup>™</sup> IP6000 Communication System speakers. Coordinate all work with the District's IT Department.
- H The Class Connection<sup>™</sup> IP6000 Communication System shall be programmed to meet the School District requirements. The Contractor shall meet with the School District maintenance

department and obtain programming criteria prior to programming the system. The system shall be tested in the presence of the School District maintenance department staff prior to completion to ensure compliance with the School District criteria and the Contractor shall make required modifications to the system as required to satisfy the School District's requirements.

I At no time during the construction phase when school is in session and when teachers are on campus shall it be acceptable for the intercom-paging-class pass and clock system to be inoperable or not serving the buildings connected to the existing intercom-paging-class change tone and clock system. The contractor shall provide temporary intercommunications between all buildings and rooms within the buildings whenever the system is inoperative or shut down for any reason. A temporary school wide intercommunications plan to be implemented during system shut downs or inoperable periods shall be submitted to the School District for approval prior to start of the demolition phase. Temporary school wide intercommunications shall at a minimum consist of walky-talkies for all staff members and battery operated self-correcting atomic clocks for all rooms currently provided with system clocks.

#### 3 SUBMITTALS

- A. Submit layout drawings of the communication system and all components.
- B. Submit drawings of control equipment showing all major components and positions in the rack.
- C. Provide block diagrams showing components and relative connections.
- D. Submit a certificate showing a completion of installation, programming, and service training from the system manufacturer.
- E. Submit date sheets on equipment provided.
- F. Shop Drawings: Signed and sealed by a qualified professional engineer or an RCDD.
  - 1 Equipment Details: Detail equipment assemblies and indicate dimensions, weights, required clearances, method of field assembly, components, and location of each field connection.
  - 2 Station-Arrangement Details
  - 3 Wiring Diagrams: Signal, and control wiring. Include the following:
    - a Single-line diagram showing interconnection of components.
    - b Cabling diagram showing cable routing.
- G. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved.
  - 1. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
- H. Installer Qualifications:
  - 1. The equipment must be purchased and installed by a Valcom Factory Authorized Integrator with full warranty privileges.
  - 2. The design shall be performed by a Valcom Factory Authorized Integrator.

- 3. The Valcom Factory Authorized Integrator must have installed a minimum of 3 (three) projects of this size and application or shall arrange for onsite factory assistance during system commissioning.
- 4. The Valcom Factory Authorized Integrator shall possess, or coordinate with entities that possess, technical knowledge of the network to which the IP6000 system will connect. Full compliance with Valcom's latest published IP6000 network requirements is mandatory.
- I. Qualification Data: For Installer and testing agency.
  - 1 The contractor shall be from an established and local company providing solutions to the school market for a minimum of 3 (three) years with Telecom/Data/Sound Experience.
  - 2 The contractor shall maintain an adequate parts inventory to perform necessary service and upgrades.

## 4 QUALITY ASSURANCE

- A Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
  - 1 Maintenance Proximity: Not more than 4 hours' normal travel time from Installer's place of business to Project site.
  - 2 The Contractor shall be an authorized dealer of the supplied equipment with full warranty privileges.

#### 5 COORDINATION

A Coordinate layout and installation of ceiling-mounted speaker and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

#### 6 MAINTENANCE

A. The contractor shall provide a 1 (one)-year guarantee of the installed system against defects in material and workmanship. All warranty material shall be provided at no expense to the Owner. Guarantee period shall begin on the date of acceptance by the Owner or Engineers.

## 7 RESPONSIBILITIES

- A. Contract documents are detailed only to the extent required to show design intent. It shall be understood and agreed upon by the Contractor that all work described herein shall be complete in every detail.
- B. Furnish additional items not mentioned herein to meet requirements as specified without claim for additional payments. Items may include hardware, rack panels, 66Blocks etc., and other devices that are required for installation.
- C. Labor furnished shall be manufacture trained and experienced in telecommunication and networked systems.
- D. All equipment unless otherwise specified, shall be new, free from defects, and the best craftsmanship in its class.

- E. Perform initial programming of system and audio level adjustments.
- F. Perform final programming of system and audio level adjustments.
- G. Provide system documentation including equipment manuals and drawings.
- H. Guarantee all equipment and components for their specified period from date of acceptance.
- I. Provide information on system requirements to any Contractor responsible for supplying related materials for this system.

## SCHEDULE 1 - COMMUNICATION SYSTEM

The Communication System shall provide at least the following functions and features:

- A. Direct dialed, hands-free, two-way communication from all administrative telephones to classroom locations equipped with a talkback speaker.
- B. Call button initiated hands-free, two-way communication from all classroom locations equipped with a talkback speaker to an administrative telephone.
- C. Microprocessor based PoE system capable of handling unlimited end-points. An end-point is defined as a device with an IP address. The system IP speakers must be SIP compliant.
- D. System shall be a VoIP system compatible with 45 ohm 2-way speakers, 25v 2-way speakers, self-amplified one-way speakers and VoIP speakers. The system should also have 1, 2 and 4 zone one-way gateways for common area announcements.
- E. System shall interface with any SIP capable VoIP telephone system, analog telephone system, or single line telephone, thus allowing the school(s) to upgrade or replace their telephone system without suffering a requirement to replace, or lose any feature of, their internal communications (intercom) system. Any system that limits system features based upon any selected telephone system, and/or is proprietary to one or only a few telephone systems shall not be acceptable.
- F. System shall be capable of converting and loading WAV files used for bells, announcements, or music.
- G. System shall be capable of initiating emergency notifications by internet browser from anywhere on the network.
- H. System shall be capable of increasing volume by event. An event is defined as any WAV file or tone.
- I. System shall be capable of downloading a graph (site, building, etc.) and arranging icons on it to play emergency announcements, back to school announcements, message from the Superintendent, etc., any WAV file.
- J. System shall automatically sound a tone over any loudspeaker connected for two-way communication to alert the classroom teacher that this two-way call has been established. This is intended to prevent unauthorized monitoring. The privacy tone must repeat every 15 (fifteen) seconds.

- K. System shall be capable of distribution of emergency or general announcement(s) by Administration functions or from any authorized telephone to all areas furnished with a loudspeaker. Emergency announcements shall have the highest system priority.
- L. Classroom speakers shall be software assignable to an unlimited number of audio groups.
- M. Provide the ability to define and archive unlimited time tone schedules with unlimited events per schedule. Each scheduled event shall be capable of controlling any internal tone, user selected custom WAV files, audio from any auxiliary source or up to 40 relays for building control. Each scheduled audio event shall be distributable to any of the audio groups. The system shall feature the ability to automatically initiate unlimited schedules per day, based upon the day of the week or calendar dates up to one year in advance. The system shall feature the ability to operate 25 or more schedules simultaneously. Schedule administration, modification and creation functions must be available through an Internet browser. Systems that do not allow the school to manage their own schedules with an Internet page and time groups shall not be acceptable.
- N. Provide 1 to 11 digits numbering plan, thus allowing the classroom speaker and the classroom telephone to be the same architectural number.
- O. Programmable features shall be stored in non-volatile memory and shall not be lost due to power failures.
- P. Classroom initiated intercom calls must be able to be assigned to ring at specific administrative ports. These administrative ports shall have the flexibility to be forwarded to other administrative ports should a call go unanswered or should the assigned administrative port be busy.
- Q. System functionality must include the capability to manually activate an unlimited number of chained events via browser based device, pushbuttons, contact closure, or dial up tones from any administrative telephone. These events shall be customizable with respect to volume levels, cadence, priority, type, and duration. Browser access must only be accessible by authorized users.
- R. The system must be capable of providing an unlimited number of ports to be connected to the telephone system via SIP or FXS Port integration from the intercom system. These ports shall provide built-in Enhanced Caller Line Identification which will visually announce the name of the teacher or location, the architectural classroom number. Systems that require integration to a specific telephone system or systems in order to offer this feature, or any system feature, shall not be acceptable.
- S. The system shall have the ability to control all system relays. Relays shall be controlled through the browser, DTMF controlled, automatically cycle at a programmed time of day, or follow time schedule events. All relays must be software programmable with the flexibility to change as required.
- T. The system shall provide at least three simultaneously operating, non-restrictive program distribution channels. The system administration shall be browser based allowing simple and easy changes.
- U. The system shall have the ability to store up to 25000 seconds of WAV files directly onto the Application Server and shall not be lost due to power outage.

- V. The WAV files shall be capable of being activated via any computer on the LAN/Wan, Telephone and/or Telephone system, and push buttons.
- W. The WAV files shall be programmable as to what level of priority they can be broadcast. They shall be programmable as to override any class change tones, normal all call, music, and intercom in the event of an emergency.
- X. The WAV files shall also have the ability to be broadcast into any and all of the audio groups.
- Y. The WAV files shall have the ability to be broadcast via a schedule for any day of the week or time of the day. They shall also have the ability to be broadcast for any duration of time and repeat number of plays with the ability to select how long the duration is between each repeated broadcast.
- Z. The WAV files shall be able to be broadcast via a pushbutton. When this pushbutton is activated, it shall be programmable to select which WAV file is broadcast, the priority level, where it is broadcast, and how many times it shall play.
- AA. The WAV files shall also have the ability to be a part of the class change tones within the system. These files shall be able to replace any tone within the class change schedules as to offer the flexibility of customizable tones and or phrases in this class change mode.
- BB. The system must be equipped with a built-in Text-To-Speech engine.
- CC. The system must be CAP (common alert protocol) compliant having the ability to receive or push CAP messages. Providing seamless communications with other CAP compliant systems.

## PART 2 - PRODUCTS

## 1 MANUFACTURERS

- A Manufacturers:
  - 1 VALCOM, Inc Roanoke VA USA

## 2 IP6000 COMMUNICATION SYSTEM

A. The Applications Server, Model VEIP6K-1, when used in a Class Connection IP6000 IP School Communications System shall provide scheduling, clock control and on demand distribution of WAV formatted audio to simultaneous groups of speakers per event. The server shall feature simple browser-based interface to facilitate easy manipulation of custom audio files for use as class change tones or emergency notification. Schedules shall be capable of automated initiation based upon day of the week, calendar date up to one year in advance and shall feature manual control capability. The 1U server shall utilize web browser access for setup of schedules, and real-time control. The server shall be capable of simultaneously operating multiple schedules, events per schedule and simultaneously occurring events. The schedules shall feature one-second event resolution. Events shall be capable of controlling paging, relays, and/or streaming audio. The server shall allow cascading events from a single time trigger. Schedules shall be presented to the user in a calendar view showing school year and months with tabs for other options. The server shall provide for default screen view after login and permissions per user. The Application Server shall provide on demand access of pre-loaded audio files via web browser or contact closure. Additionally, the Applications Server shall provide for "Quick Page" on demand

triggers for easy origination of unscheduled events and shall import and convert audio files from many .wav formats with both an option to enhance audio files during import and an option to record page audio to a file. Events shall feature programmable pre/post page delays and volume control per event. The server shall control VE8001AR/VE8002AR/VE8004ARs to provide streaming audio to page group(s) and shall use VE8048 inputs to execute events from the Playlist. Controlling VE8048 relays from events shall be inherent. The server shall communicate with VIP-102B setup tool for setup and dial code and group information. Users shall have the ability to enter names for displaying dial codes, page groups, inputs, events, and schedules.

- B. Shall seamlessly integrate to any VoIP/SIP or legacy phone system via SIP, FXO or Loop Start Trunk.
- C. Contractor shall provide (1) VE8014AR at the MDF and connect (1) port to the existing telephone systems trunk port. System shall be able to add analog access talk paths in increments of 1 (one), 2 (two), or 4 (four) ports.

FXS station port access shall be via CC Model # VE8011AR (one port) FXS station port access shall be via CC Model # VE8012AR (two ports) FXS station port access shall be via CC Model # VE8014AR (four ports)

Enhanced Network Station Port Model VE801XAR will provide a single 10/100 Ethernet port and one to four FXS station ports. The Enhanced Network Station Port Model VE801XAR will provide all circuitry and software to convert network data to audio output and analog telephone control signals. The Enhanced Network Station Port Model VE801XAR will provide all circuitry and software to convert input audio and analog telephone events to zone page audio and control information suitable for transmission to other Class Connection IP Solutions products. The Enhanced Network Station Model VE801XAR shall be powered an 802.3af PoE Ethernet switch port.

D. Contractor shall provide a one or more Networked Page Zone Extenders at the MDF and each IDF. The purpose of this Networked Page Zone Extender is to provide streaming audio out to common area speakers (analog speakers). Connect the building's common area speakers to the Networked Page Zone Extender channels are required.

Low level audio connection shall be via CC Model # VE8001AR (one port)

Low level audio connection shall be via CC Model # VE8002AR (two ports)

Low level audio connection shall be via CC Model # VE8004AR (four ports)

The Networked Page Zone Extenders shall provide a single 10/100 Ethernet port, audio input/output circuits and N.O. relay contact outputs. The unit shall be SIP compatible. The Networked Page Zone Extender shall provide all circuitry and software to convert network data to zone page audio output. The Networked Page Zone Extender shall also provide all circuitry and software to convert input audio to zone page audio and control information suitable for transmission to other Class Connection IP Solutions products over a data network. The Networked Page Zone Extender shall be powered via an 802.3af PoE Ethernet switch port.

E. The system shall seamlessly control relay contacts for building system control.

The low voltage control shall be via CC Model # VE8048 (8 each input/)

The VE8048/VE8048R IP Input/Output Module allows operation of eight (8) contact closures which are software programmable as either form A or form B. Eight (8) contact closure

activated inputs provide for various programmable relay functions. The VE8048/VE8048R allows initiation of VE6021 server events over an IP-based LAN/WAN. Multiple VE8048/VE8048R may be deployed on the same network. The VE8048R is designed for 19" mounting (1U). The VE8048R shall be powered via an 802.3af PoE Ethernet switch port.

- F. The system shall seamlessly integrate to any *existing* 25V analog common area speakers to be used in common areas such as hallways, outside, cafeteria, gymnasium, etc. via a networked zone expander.
- G. The contractor shall provide an appropriate number of 25V rack mounted, 6 channel amplifier at the MDF and each IDF used to connect to any *existing* common area 25V speakers.

The 6 Channel 25V Amplifier shall be via CC Model # V-6120

H. The contractor shall provide a talkback zone via the network utilizing the 12 Port PoE Talkback Gateways. In addition, the 12 Port PoE talkback gateways shall interface to all *existing* Classroom speakers. 12 port gateway model # VE1225S

The contractor shall integrate to *existing* classroom and office speakers, via the 12 Port Talkback Gateways. Each classroom and office speaker shall be on its own zone. Any existing classroom, office or common area speakers found to be substandard or defective shall be replaced.

- I. Required Class Connection IP talkback/clock combo speakers shall be
  - a. SIP and Multicast Enabled
  - b. Easy to install via RJ45
  - c. Powered Over Ethernet
  - d. Controlled and Set-Up via a software interface
  - e. Firmware Upgradeable
  - f. Fully Supervised
  - g. Compatible with Cisco, Nortel, Avaya and most VoIP phone systems
  - h. Capable of providing superior talkback quality
  - i. 12" Analog or 2.5" Digital Clock
  - j. Surfaced or Recess Mount

The IP clock/speaker shall be Model # VE4031A-A (analog clock) The IP clock/speaker shall be Model # VE4031A-D (digital clock)

- J. Required Class Connection IP Talkback horns shall be:
  - a. Programmable for one way or two-way operation
  - b. SIP and Multicast Enabled
  - c. Easy to Install
  - d. Powered Over Ethernet
  - e. Controlled and Set-Up via a software interface
  - f. Firmware Upgradeable
  - g. Fully Supervised
  - h. Available in Beige, Gray or White
  - i. Compatible with Cisco, Nortel, Avaya, and most VoIP phone systems
  - j. Capable of providing superior talkback quality
  - k. Able to accommodate a call-in button

The IP talkback flex horn shall be Model # VE4090AL (Compact) The IP talkback horn shall be Model # VE148AL-GY (Full Size)

- K. Required Class Connection IP Speakers shall be:
  - I. Programmable for one way or two way operation
  - m. SIP and Multicast Addressable
  - n. Easy To Install Via RJ45
  - o. Powered Over Ethernet
  - p. Controlled and Set-Up via a software interface
  - q. Firmware Upgradeable
  - r. Fully Supervised
  - s. Compatible with Cisco, Nortel, Avaya, and most VoIP telephone systems
  - t. Capable of providing superior talkback quality
  - u. Able to accommodate a call-in button

The IP talkback speaker shall be Model # VE4030A (Wall) The IP talkback speaker shall be Model # VE4022A (2' x 2' Lay In) The IP talkback speaker shall be Model # VE4020A (8" ceiling)

- L. Required Class Connection IP One Way Horns shall be:
  - a. SIP and Multicast Enabled
  - b. Easy to install
  - c. Powered Over Ethernet
  - d. Available in Beige, Gray or White
  - e. Controlled and Set-Up via a software interface
  - f. Firmware Upgradeable
  - g. Compatible with Cisco, Nortel, Avaya and most VoIP phone systems
  - h. Capable of providing superior audio quality

The one-way full-size horn shall be Model # VE130AL-GY The one-way flex horn shall be Model # VE4080AL-GY

- M. Required Valcom IP Clocks shall be:
  - a. Controlled and Set-Up via a software interface
  - b. Easy to install via RJ45
  - c. Powered Over Ethernet
  - d. Accurate via updates from a network time server

The IP 12" analog clock shall be Valcom Model # VEA12A The IP 16" analog clock shall be Valcom Model # VEA16A The double-sided IP 12" analog clock shall be Valcom Model # VIP-A12ADS The double-sided IP 16" analog clock shall be Valcom Model # VIP-A16ADS The IP 2.5" digital clock shall be Valcom Model # VIP-D425A The IP 4.0" digital clock shall be Valcom Model # VIP-D440A The double-sided IP 2.5" digital clock shall be Valcom Model # VIP-D425ADS The double-sided IP 2.5" digital clock shall be Valcom Model # VIP-D425ADS The double-sided IP 4.0" digital clock shall be Valcom Model # VIP-D425ADS The IP 6 digit 2.5" digital clock shall be Valcom Model # VIP-D625A The IP 6 digit 4.0" digital clock shall be Valcom Model # VIP-D625A The IP 6 digit 4.0" digital clock shall be Valcom Model # VIP-D640A The double-sided IP 6 digit 2.5" digital clock shall be Valcom Model # VIP-D640A

## 2.4 CONDUCTORS AND CABLES

- A Conductors: Jacketed, twisted pair and twisted multipair, untinned solid copper (West Penn # AQC 439 or equal). Sizes as recommended by system manufacturer, but not smaller than No. 22 AWG. Us when cabling a 25/70V speaker.
- B Insulation: Thermoplastic, not less than 1/32 inch thick.
- C Shielding: For speaker-microphone leads and elsewhere where recommended by manufacturer; No. 34 AWG tinned, soft-copper strands formed into a braid or equivalent foil.
  - 1 Minimum Shielding Coverage on Conductors: 60 percent.
- D Plenum Cable: Listed and labeled for plenum use.
- E Category 5E UTP Use when connecting an IP device.
- 2.5 PROVIDE ALL NECESSARY HARDWARE AND SOFTWARE FOR A COMPLETE AND OPERABLE SYSTEM.

## SCHEDULE 1 - Switches

Network equipment such as switches, routers, servers etc., shall be provided by the Contractor and follow existing school used brand and model specifications and be subject to review and approval by Oak Ridge Schools IT Department. The Contractor shall acquire and comply with the latest IP6000 network requirements as provided by Valcom which is the existing brand and model currently in use.

## PART 3 - EXECUTION

- 1 INSTALLATION
  - A Wiring Method: Install wiring in raceways except within consoles, desks, and counters. Conceal cables and raceways except in unfinished spaces.
  - B Wiring Method: Install wiring in raceways except within consoles, cabinets, desks, and counters and except in accessible ceiling spaces and in gypsum-board partitions where cable wiring method may be used. Use plenum cable in environmental air spaces, including plenum ceilings. Conceal cables and raceways except in unfinished spaces.
  - C Install exposed cables parallel and perpendicular to surfaces or exposed structural members and follow surface contours. Secure and support cables by straps, staples, or similar fittings designed and installed to avoid damage to cables. Secure cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, or fittings.
  - D Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with no excess. Use lacing bars in cabinets.

- E Control-Circuit Wiring: Install number and size of conductors as recommended by system manufacturer for control functions indicated.
- F Separation of Wires: Separate speaker-microphone, line-level, speaker-level, and power wiring runs as specified by BICSI TDMM 12 Edition.
- G Match input and output impedances and signal levels at signal interfaces. Provide matching networks where required.
- H Weatherproof Equipment: For units that are mounted outdoors, in damp locations, or where exposed to weather, install consistent with requirements of weatherproof rating.

#### 2 SYSTEM PROGRAMMING

A Programming: Fully brief Owner on available programming options. Record Owner's decisions and set up initial system program. Prepare a written record of decisions, implementation methodology, and final results.

#### 3 FIELD QUALITY CONTROL

- A Manufacturer's Field Service: A factory representative shall be onsite to assist in system programming and commissioning.
- B Perform the following field tests and inspections:
  - 1 Schedule tests with at least seven days' advance notice of test performance.
  - 2 After installing school intercom and program equipment and after electrical circuitry has been energized, test for compliance with requirements.
    - a Operational Test: Test originating station-to-station, all-call, and page messages at each intercom station. Verify proper routing and volume levels and that system is free of noise and distortion. Test each available message path from each station on system.
- C Inspection: Verify that units and controls are properly labeled, and interconnecting wires and terminals are identified.
- D Verify the server and devices are running the latest software revisions.

#### 4 STARTUP SERVICE

- A Engage a factory-authorized service representative to perform startup service and initial system programming.
- B Verify that electrical wiring installation complies with manufacturer's submittal and installation requirements.

#### 5 ADJUSTING

A On-Site Assistance: Engage a factory-authorized service representative to provide on-site assistance in adjusting sound levels and for any initial troubleshooting.

## 6 DEMONSTRATION

A Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain school intercom and program equipment.

## **Submission Requirements:**

- 1. A detailed bid form, which includes quantity and unit cost must be included in the bid package. Please include specification sheets on all products/terms.
- 2. Two full copies of the proposal must be submitted, with original Bid Forms included with each copy.
- 3. A detailed description of all warranties and support for equipment and software must be included.
- 4. Any license or renewal costs (if any) shall be included in notes on the Bid Form. Specifically, anticipated annually recurring costs for maintenance, support, and software updates and upgrades, if any, must be listed.
- 5. The amount listed on the Bid Form should reflect the total implementation costs of this project as submitted.
- 6. A copy of your W-9 should be included with bid documents.
- 7. Any questions should be directed to Mary Ann Riley via email: orspurchasing@ortn.edu

## Schedule:

- 1. A formal pre-bid walk through is not provided, however, interested parties can request a one-on-one walk through by contacting Mary Ann Riley at 865-425-9005.
- 2. Sealed bids will be opened at the School Administration Building, 304 New York Avenue, Oak Ridge, TN 37830 at 2:00 PM EST November 9, 2023.

## **Bidding Procedures**

Location: All bids must be submitted to the Oak Ridge Schools Business Department at or before the announced deadline.

Mary Ann Riley, Purchasing Specialist ORHS Intercom System (RFP 24-005) 304 New York Ave. Oak Ridge, TN 37830

Award of Contract: The owner (Oak Ridge Schools) further reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive, or conditional bids. Oak Ridge Schools may conduct such investigations, as it deems necessary, to assist in the evaluation of any bid to establish the responsibility, qualifications, and financial ability of the bidder, proposed subcontractors and other persons and organizations to perform the work in accordance with the contract documents to the bidder who does not pass any such evaluation to the owner's satisfaction. The contract shall be awarded to the bidder, whose evaluation by the owner indicates to the owner that the award will be in the best interest of Oak Ridge Schools. It is also understood that the "apparent low bidder" will be announced at the bid opening; however, the "successful bidder," who may or may not be the lowest bidder, will not be announced until all issues, which include, but are not limited to quality, service, conformity to specifications, etc. have been resolved and until a period of review has been completed by the owner. Price will be the primary factor when determining the successful bidder assuming all bid specifications are met. Oak Ridge Schools does not enter into contracts that provide for mediation or arbitration. The owner (Oak Ridge Schools) further reserves the right to reject any and all bids, to waive any and all informalities, and to negotiate contract terms with the successful bidder (e.g., product line-item deletions or adjustments), and the right to disregard all non-conforming, non- responsive, or conditional bids.

**Bid Document:** For certain projects the Owner will supply a bid form to be completed by the bidder. When such forms are issued, only bids returned with the proper forms will be accepted. Envelopes must be sealed and marked as a bid document. Any bid may be withdrawn prior to the date and time as set forth in the "bid invitation."

**Criminal Background Compliance**: Bidders shall be required to complete the attached Criminal Background Compliance Affidavit Form in compliance with the provisions of Tennessee Code Annotated 49-5-413.

**EDGAR Certification:** The EDGAR certifications and provisions are required and applied when Oak Ridge Schools expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes to bids must be initialed. Any alteration, erasure, addition to or omission of required information, change of the specifications, or bidding schedule, is made at the risk of the bidder.

**Facsimile transmissions:** Electronic transmissions will not be accepted, except when in the course of the bidding process addendums or other notifications of errors on behalf of the owner places an undue hardship upon prospective bidders. Written notification by the owner must precede the acceptance of Facsimile transmissions.

Hold Harmless Agreement: Bidders shall be required to complete the attached Hold Harmless Agreement.

**Laws and Regulations:** The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**Legal Issues:** Contracts with Oak Ridge Schools will be subject to the laws of Tennessee. Disputes will be tried in the State of Tennessee and in the Court of Anderson County. Bids will be denied if these provisions are not included in the contract.

**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 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 TCA 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.

Non-Collusion Affidavit: Bidder shall be required to complete the attached Non-Collusion Affidavit.

**Payments:** Invoices that are submitted by the awarded bidder are required to provide accurate and current addresses. Payment terms shall be specified in the bid response, including any discounts for early payment. The Oak Ridge Schools Business Department discourages the practice of picking up checks in person unless there is an emergency situation.

**Purchase**: No purchase or contract is authorized or valid until the issuance of a Purchase Order from Oak Ridge Schools and the Board of Education approval of project in accordance with Oak Ridge Schools Policy. No employee is authorized to purchase equipment, supplies or services prior to the issuance of such Purchase Order and Board of Education approval.

**Sub-contracts:** The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a sub-contract under this contract must be acceptable to the Owner.

**Subcontractors and employees:** If work is to be performed during regular school hours when children are present, the BOE reserves the right to require background checks, dress codes, and certain ethical standards of all employees on school property.

Taxes: Oak Ridge Schools is tax exempt.

**Tie Bids:** If two or more bidders submit identical bids and is equally qualified; selection shall be made at the discretion of the owner.

**Title VI of the Civil Rights Act of 1964:** All interested parties, without regard of race, color, or national origin, shall be afforded the opportunity to bid and shall receive equal consideration. Title VI states "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving Federal financial assistance." Oak Ridge Schools strives to protect individuals' civil rights through active compliance with the requirements of Title VI.

Vendor Indemnify: Oak Ridge Schools will indemnify vendor to the extent Tennessee law allows.

**Warranty:** The vendor shall provide warranty information on the equipment, components and items bid with the bid submittal.

## **Bid Form**

Owner:	Oak Ridge Schools Board of Education Mary Ann Riley, Purchasing Specialist School Administration Building 304 New York Ave Oak Ridge, TN 37830	
Project:	ORHS Intercom System RFP 24-005	
Bid Opening:	2:00 PM EST, Nov. 9, 2023	
Company Name:		
Address:		
Phone Number:		
Email:		-
	ice is to be for the complete specified equipn d within this RFP 24-005. ALL COSTS ARE TO PRICE.	
Bid Amount:	\$	USD
Company:		
Signature:		
Title:		
Date:		

Please attach detailed specifications.

## HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between
Name of Contractor
(Hereinafter Contractor), and Oak Ridge Schools named in this bid.
Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from Oak Ridge Schools, "Contractor" agrees to indemnify, protect, defend, and hold harmless Oak Ridge Schools, its Board Members, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against Oak Ridge Schools, its Board Members, agents, and employees alleging injuries or damages sustained by any person arising out of or in the course of "Contractor's" providing goods or services to Oak Ridge Schools.
Name of Contractor:
Ву:
Title:
STATE OF
County of
personally appeared
before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of

Signature

Witness by hand and Notari	es seal at office this	day of	,
year of			

Notary Public

My Commission Expires: \_\_\_\_\_

## **NON-COLLUSION AFFIDAVIT**

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY DESIGN-BUILDER

State of \_\_\_\_\_\_

County of

, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder neither possesses a business relationship with any employee of the District which may be involved in the award or administration of the project nor has received or solicited either directly or indirectly any inside information from an employee of the District which would give the bidder an advantage over any other bidder; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to (a	or affirmed) before me this	day
----------------------------	-----------------------------	-----

of		
~	,	

Signature of Officer

**Notary Signature** 

Typed Name of Officer

Office

Notary Seal

WARNING! PROPOSALS WILL NOT BE CONSIDERED UNLESS THIS AFFIDAVIT IS COMPLETED AND EXECUTED, INCLUDING THE AFFIDAVIT OF THE NOTARY AND THE NOTORIAL SEAL.

## IRAN DIVESTMENT ACT REQUIREMENTS

Pursuant to Tennessee Code Annotated § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is posted on the website of the Tennessee General Services Department's Central Procurement Office\*. When competitive bidding is required, Tennessee Code Annotated § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

## **CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to *T.C.A.* § 12-12-106.

Signature

Printed Name

Name of Firm/Company

\*https://tn.gov/assets/entities/generalservices/cpo/attachments/List\_of\_persons\_pursuant\_to\_Tenn.\_Co de\_An n.\_12-12-106.\_Iran\_Divestment\_Act-July.pdf

Title

Date

## CRIMINAL BACKGROUND COMPLIANCE AFFIDAVIT

S.	т۵	TE	OF	
U,				

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of

, an

Employer contracting with the Oak Ridge School Board of Education to provide services having direct contact with children or access to grounds of an Oak Ridge public school while students are on grounds, hereby states under oath as follows:

1. The undersigned is a principal officer of

(hereafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.

- 2. The Company submits this Affidavit pursuant to T.C.A. § 49-5-413 as amended effective September 1, 2007, for entities entering into contracts with a local board of education where the Company's employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.
- 3. The Company is in compliance with the terms of T.C.A. § 49-5-413.

Further affiant saith naught. Principal Officer

STATE OF \_\_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared	with		
whom I am personally acquainted (or proved to me on the basis of satisfactory evid			
who acknowledged that he/she is the	of		
	and is authorized to execute this instrument		
on behalf of the principal for the purposes th	erein contained.		
Witness my hand and seal at office this	day of,		
20			
Notary Public			

My commission expires: \_\_\_\_\_

TO WHOM IT MAY CONCERN:

Oak Ridge Schools is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Oak Ridge Schools along with your proposal.

The following certifications and provisions are required and apply when Oak Ridge Schools expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

#### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Oak Ridge Schools expends federal funds, Oak Ridge Schools reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

# (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when Oak Ridge Schools expends federal funds, Oak Ridge Schools reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Oak Ridge Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Oak Ridge Schools believes, in its sole discretion that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminate for convenience of the District. Any award under this procurement process is not exclusive and Oak Ridge Schools reserves the right to purchase goods and services from other vendors when it is in the District's best interest.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when Oak Ridge Schools expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime (D) construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Oak Ridge Schools expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES Initials of Authorized Representative of Vendor

(E)Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when SAISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by SAISD resulting from this procurement process.

Does Vendor agree? YES\_\_\_\_\_\_ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by SAISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of Vendor

(G)Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by Oak Ridge Schools member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES \_\_\_\_\_\_ Initials of Authorized Representative of Vendor

(H)Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by Oak Ridge Schools resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file 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 officer or employee 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 must 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 non-Federal award.

- (1) Pursuant to Federal Rule (I) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by Oak Ridge Schools resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
- (2) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (3) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (4) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does Vendor agree? YES\_\_\_\_\_\_Initials of Authorized Representative of Vendor

## EMPLOYMENT VERFICATION FAR 22.18

As applicable, and as a condition for the award of any Federal contract at \$50,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Does vendor agree? YES\_\_\_\_\_ Initials of Authorized Representative of vendor

#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Oak Ridge Schools for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES\_\_\_\_\_\_Initials of Authorized Representative of Vendor

#### CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$50,000 OF FEDERAL FUNDS

When federal funds are expended by Oak Ridge Schools, and/or its cooperative members, for any contract resulting from this procurement process in excess of \$50,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of Vendor

#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Oak Ridge Schools expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES\_\_\_\_\_ Initials of Authorized Representative of Vendor

#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES\_\_\_\_

\_\_\_\_ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

#### **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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Does Vendor agree? YES\_\_\_\_\_ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations *and* ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Corporate/Company Name:
Authorized Signature:
Printed Name:
Title:
Date:
Address:
City, State, Zip Code:
Phone #:
Fax #:
Email Address:
Corporate/Company Website:
DUNS #:CAGE#:
Oak Ridge Schools REP #