

REQUEST FOR PROPOSAL (RFP)

NUMBER: 20190212-02-BOE

SUMNER COUNTY BOARD OF EDUCATION

This solicitation document serves as the written determination of the SCS Purchasing Supervisor that the use of Competitive Sealed Proposals for this solicitation is in the best interest of SCS.

RFP Title: **Intercom System**



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Release Date: January 24, 2019

Proposal Due Date: February 12, 2019 @ 10:30 a.m. Local Time

Any alterations to this document made by the proposer may be grounds for rejection of proposals, cancellation of any subsequent award, or any other legal remedies available to the Sumner County Board of Education.

NOTICE TO PROPOSERS

There may be one or more amendments to this RFP. In order to receive communication for any such amendments issued specifically to this RFP, the proposer must provide a Notice of Intent to Propose to the Sumner County Board of Education (SCS) Purchasing Department. The proposer must utilize this form when submitting notice. The notice may be sent by email to: Purchasing Office, purchasing@sumnerschools.org. SCS will send amendments only to those proposers which complete and return this information by the deadline list in the RFP Schedule of Events (Section 4).

RFP Number: **20190212-02-BOE Intercom System**

Company Name: _____

Mailing Address: _____

Phone Number: _____

Contact Person: _____

Email Address: _____

Authorized Signature _____

Printed Name _____

Date _____

Emailed amendments will be sent in a Microsoft Word (Office for Windows) or Portable Document Format (pdf) format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award or any other legal remedies available to the Sumner County Board of Education.

Amendments will also be posted on the SCS website <https://sumnerschools.org/index.php/current-bids-and-rfps> and attached to the solicitation listing as a PDF or WORD file. Check the particular solicitation on the Current Bids and RFPs webpage for any posted amendments.

By completing and returning this form, the Proposer has expressed its intent to provide a proposal for **20190212-02-BOE Intercom System**.

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1. Introduction/Overview

1.1. Purpose

The Sumner County Board of Education (SCS) is requesting sealed proposals for the upgrade of intercom systems at North Sumner Elementary and Oakmont Elementary.

1.2. Contact Information

Unauthorized contact regarding this RFP with employees or officials of SCS other than the Purchasing Supervisor named below may result in disqualification from this procurement process.

Interested parties must direct all communication regarding this RFP to the Purchasing Supervisor, who is SCSs only official point of contact for this RFP.

RFP Procedures	RFP Specifications
Chris Harrison Purchasing Supervisor 1500 Airport Road Gallatin, TN 37066 chris.harrison@sumnerschools.org	Rickey Swindle Maintenance Supervisor – Electronics 1500 Airport Road Gallatin, TN 37066 rickey.swindle@sumnerschools.org

2. Requirements

2.1. Scope of Work / Specifications

It is the intention of SCS to award a contract for a one-time, turnkey installation. All systems must meet the following criteria:

- The new intercom system must integrate with the existing ShoreTel telephone system.
- The new intercom system shall be comprised of one administrative console at each location and have a 50-port capacity,
- The new intercom system must be compatible with the existing lockdown system.

Listed below is each jobsite and the work specific to that location.

Jobsite:

North Sumner Elementary

1485 North Sumner Road
Bethpage, TN 37022

- 50 rooms
- The existing system is Simplex.
- The new system must be compatible with a 4-wire system.
- The existing call-in switches will require replacement as part of the upgrade.

Oakmont Elementary

3323 Highway 76
Cottontown, TN 37048

- 50 rooms
- The existing system is Simplex.
- The new system must be compatible with a 4-wire system.
- The existing call-in switches will require replacement as part of the upgrade.

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Provide microprocessor controlled voice communication system with all conduit, wire, outlets and equipment as shown on the drawings and as herein specified to provide a complete sound and voice communication system in the building.
1. The system:
 - (a) Provide the facilities for paging or sounding emergency signals or time event signals to select groups or all remote speakers.
 - (b) Provide facilities for the control and distribution of up to two program channels to individual, selected groups, or all remote speakers.
 - (c) Include the facilities of a built-in master clock and programmer capable of correcting appropriate secondary clock displays and controlling events based on user programmed time schedule programs.

- B. All material and equipment necessary for the proper operation of the system even though not specifically mentioned in the contract documents are deemed part of this contract.
- C. Install and connect all equipment under strict provisions of the manufacturer's recommended instructions.
- D. All systems proposed, as herein specified, must be proven to meet specifications by the bidder who shall, during the bidding period, attach the manufacturer's name and model numbers of such equipment and material together with three (3) copies of working drawings and submit to the Owner five working days prior to bid opening for bidding approval.
- E. The Contractor:
 1. Install equipment on the AC voltage supply taking care to arrest damaging electrical transient and spikes, which can cause damage to the microprocessor components of the system.
 2. Protect all incoming intercom lines by the use of EDCO OPX surge protectors installed as per manufacturer instructions.
 3. Supply, install, adjust, test and guarantee the specified equipment by a factory authorized communications contractor for the products furnished.
 4. The vendor is responsible for verifying the completeness of the parts list and the suitability of the equipment to meet the intended purpose of the specifications and drawings.
- F. The communication bidder supplying the equipment: Show satisfactory evidence, upon request, that they maintain a fully equipped service organization capable of furnishing adequate inspection and service to the system, including replacement parts. The vendor: Be prepared to offer a service contract for the maintenance of the system after the guarantee period. The bidder: Produce evidence that they have a fully experienced and established service organization for at least five (5) years and proven satisfactory installations during that time.
- G. The vendor: Provide the following documentation and service under provisions of Section 01330, "Submittal Procedures".
 1. Shop Drawings: Three (3) sets. Include the manufacturers specification sheets including all the component parts.
 2. As built Drawings: Three (3) sets. Include the information in "A" above. They should include up-to-date drawings that include any changes made to the system during installation. Include circuit diagrams and other information necessary for the proper operation and maintenance of the system.
 3. Operating Instructions: These instructions are to be permanently affixed to all administrative control stations.
 4. In-service Training: Provide the Owner with a training program designed to make all administrative control station users familiar with the operation of the voice communication system.

1.2 SYSTEM FUNCTIONALITY

- A. The system consists of:
 1. Central equipment cabinet
 2. Microprocessor control unit
 3. Power supply
 4. Zone hardware cards
 5. Administrative Telephones (ATEL)
 6. Amplifiers
 7. Station loudspeaker assemblies
 8. Call-in switches
 9. Staff telephones
 10. All associated material, hardware, wiring, and options as described herein to provide a complete working system, which meets the specified requirements.

- B. Provide the following communications functions for the system.
1. ATEL to remote loudspeaker station or remote staff phone speaker station.
 2. Administrative Telephone to Administrative Telephone.
 3. Administrative Telephone to CO/PABX telephone line (provide required equipment).
 4. Remote speaker equipped with call-in device to Administrative Telephone.
 5. Staff Phone to Staff Phone
 6. Staff Phone to CO/PABX telephone line
- C. Ensure the System:
1. Provide the facilities for paging or sounding emergency signals or time event signals to select groups or all remote speakers.
 2. Provide facilities for the control and distribution of up to two program channels to individual, selected groups, or all remote speakers.
 3. Include the facilities of a built in master clock and programmer capable of correcting appropriate secondary clock displays and controlling events based on user programmed time schedule programs.

1.3 SYSTEM PARAMETERS

- A. The System: Provide for a minimum of two (2) simultaneous open voice speech paths between Administrative Telephone (ATEL) and station loudspeakers within a 16-line group.
1. Speech Channels:
 - (a) True multiple, simultaneous, unrestricted, amplified voice channels requiring no automatic Queue or Call Stacking to access the intercom amplifier.
 - (b) Have compatibility for expansion to 4 intercom channels.
 - (c) Systems not providing true multiple, simultaneous, unrestricted, amplified voice channels or systems offering multi-speech paths which are restrictive to less than three (3) simultaneous conversations inclusive of staff phone linkage per 16-line group are unacceptable.
 2. The system: Provide the capability for future expansion to allow 4 simultaneous amplified intercom speech paths and 32 telephonic paths to 512 stations.
 3. Provide a fifteen (15) watt intercom amplifier with each Administrative Telephone (ATEL). This amplifier shall be integral to the ATEL, requiring no panel mounting space in the equipment rack associated with the system.
- B. The system: Provide the capacity for both a loudspeaker station and a handset at each remote location.
1. Each remote station: Assigned and architectural or ID number to communicate with its assigned Administrative Telephone (ATEL's).
 2. The system: Permit user selection of 3, 4 or 5 - digit dialing.
 3. The handset: Provide for full duplex telephony type communications.
 4. The system shall not require any additional memory address locations or ID numbers for the staff handset associated with any given remote station.
 5. The system: Automatically toggle to the duplex mode of communications whenever the remote handset is lifted during the call in progress.
- C. Each remote station position: Allow calls to be placed from two (2) remote devices. Ensure each device has an individual assignable priority.
1. The user assignable priorities for remote stations are:
 - (a) Normal
 - (b) Emergency
 - (c) Staff Handset
 - (d) Fire
 - (e) Security
 - (f) Remote Call Cancel
 - (g) Remote Program Select, allowing location to select or cancel the program channel. This shall be assignable be either program channel. Intercom or paging takes precedence over this function.
 2. Make it possible for the user to reset the priority for a given remote station device from a designated ATEL.

- D. Call-in devices, if continuously activated such as smoke detectors or emergency switches, may be assigned programmable recall time which causes these calls to keep reappearing until the initiating device is reset.
- E. The system: Allows preselected coverage of calls from remote station to Administrative Telephone (ATEL) on a remote station basis. A remote station shall be able to report to multiple Administrative Telephone (ATEL) simultaneously. The user may forward functions of an unattended Administrative Telephone (ATEL) to an attended Administrative Telephone (ATEL). This provides overlapping or distinct coverage of remote stations by Administrative Telephones. Systems not allowing complete flexibility of remote station coverage are unacceptable.
- F. The system: Incorporate all necessary circuitry to prevent monitoring of any remote station whose call origination switch is in the privacy mode. The system: User configurable to work with resistor or diode privacy circuits.
- G. The system: Capable of providing a supervisory tone to remote station speakers. The tone signal will indicate the speaker is being monitored by the Administrative Telephone (ATEL).
- H. The system: Provide a call announce tone. This feature, if preselected by the user, provides a tone signal at the classroom speaker when called by an Administrative Telephone (ATEL).
- I. The system: Provide the facilities so that a calling station can be placed in a "Hold" status, freeing the Administrative Telephone (ATEL) to perform other functions. It shall also be possible to "Conference" remote staff handsets and ATEL's (and outside telephone callers if telephone interface option is used) together for room-to-room communications.
- J. The system: Provide thirty-two (32) multipurpose zones for zoned audio paging /class change signals with any remote station belonging to more than one group.
- K. The system: Allow for pre-selective access to "Zone" and "All-Page" functions. This feature will prevent unauthorized paging from Administrative Telephones (ATEL's).
- L. The system: Provide facilities so that the user has access for sounding selected tones from any Administrative Telephone (ATEL) on either All-Page or Zonal basis for use as emergency or other alarm signals.
- M. Provide provisions to allow for the use of a priority override input (i.e., Principal's Microphone). This circuit, when activated by an external source, gathers all speakers for distribution of the signal information provided by the external source. This priority override input preempts other functions currently under way in the system. Restore upon conclusion of the priority override function, all preempted functions.
- N. The system: Provide the capability to operate with external paging amplifiers to increase the audio output available for paging.
- O. Provide the system with control point outputs for activating outboard devices such as priority override relays on remote sound systems. Activate these control point outputs when the system is placed in the All-Page mode.
- P. Provide the system with ports to allow for:
 - 1. Diagnostics via any standard computer terminal.
 - 2. Modem interface to allow remote factory engineering assistance. Systems not providing a port access to the system are not acceptable.
- Q. The system: Provide the ability to perform Scan functions from the Telephones (ATEL's) for:
 - 1. Review of call-in coverage assignments to an ATEL.
 - 2. Review ID numbers of remote stations assigned to either of the two program channels.
 - 3. Review, which Administrative Telephones (ATEL's) are forwarding coverage.
- R. Connect with up to eight external CO or PABX telephones lines with an optional telephone interface.

- S. Intercom system shall have the capability of overriding all sound systems throughout the campus i.e. classroom sound systems, auditorium and cafeteria sound systems.

1.4 SYSTEM MASTER CLOCK

- A. Provide a built-in master clock and programmer capable of performing the following functions.
1. Displaying the time of day in either 12 or 24-hour format at the Telephones (ATEL's).
 2. Providing 500 discrete time event, 16 schedules and 32 multipurpose zones.
 - (a) The time of day in hours and minutes.
 - (b) The day or combination of seven (7) days of the week the event is to occur.
 - (c) Selection of any one or any combination of thirty-two (32) zones or outputs to be activated.
 - (d) Selection of any one of sixteen schedules to allow for maximum flexibility due to special circumstances or seasonal changes.
 3. Provide for an editing and review routine to permit the user to change and edit time events, zones, and schedules without having to reprogram the entire sequence.
 4. Provide for user selectability of both tone and duration time of tone signal.
 5. Capable of correcting compatible brands of secondary clocks.
- B. The time display: Protected by a built-in lithium battery, which automatically corrects Administrative Telephone (ATEL) time, displays upon restoration of power which was caused by AC power failure.
- C. Output points, activated by the master clock, provided in the system for use in controlling external sounders and other devices.

1.5 ADMINISTRATIVE TELEPHONE (ATEL)

- A. Control center for communications, paging and signaling functions for the Starcall System.
- B. Contains a 12-key keypad, SPKR Phone, Talk, Volume Up/Down, and special feature keys.
- C. For voice intercom the ATEL: Provide with a handset, dial pad, speaker, microphone, and Talk/Listen button. Provide each ATEL with a 15-watt intercom amplifier, which allows for independent open voice audio between the ATEL and a remote speaker station.
- D. Provide the ATEL with a solid-state sounder for audible annunciation of incoming calls. This sounder sounds at different rates depending on the Priority level of the Current Call. The sounder: User defeatable on a priority level basis so that the ATEL provides only visual annunciation if required.
- E. Provide the ATEL with display windows to visually annunciate the status of the system. The windows display the following:
 1. A 16-character alphanumeric LCD display.
 2. When no calls are in the system, the ATEL shall display current time, day of week, and date.
 3. Sequential display of calls in queue.
 4. Configuration menu display
- F. Capable of answering the next call in the calls waiting stack by depressing only one button. System not incorporating this repeat single button response feature for answering calls shall not be acceptable.
- G. Provide the ability to store up to 128 calls in the calls waiting stack.
- H. Provide the ability to forward its call-in coverage to another ATEL.
 1. Provide an indication shown in both the ATEL forwarding Coverage of calls and the ATEL to which call coverage is being Forwarded to.
 2. When in the Forward Coverage mode and ATEL: Visibly annunciates incoming calls, and it can be used to make and answer calls or other assigned functions without undoing the Forwarding function.

- I. A user programmable "Call Cancel" feature allows the ATEL to cancel all pending normal calls under its control while leaving the higher priority level calls in the calls waiting stack.
 - J. It shall be possible to manually activate and sound the time event signal to any of the thirty-two (32) multipurpose zones from the ATEL.
 - K. Provide the capability for an ATEL to reset the priority level of any remote call-in device through the use of a set priority button on the ATEL control panel.
 - 1. The ATEL: Provide a "lock-out" mode for this function allowing it only to be activated when the ATEL is in intercommunication with the remote station.
 - 2. This function prevents unauthorized tampering with the priority level settings from an unauthorized ATEL.
 - 3. The system: Provide visual feedback of the priority setting when this function is engaged.
 - L. Provide with a built-in tone generator, which provides for both time signal tone and user accessible (optional) tones (single chime, repetitive chime, steady tone, hi-lo alarm, wail, and warble) for use as manually, activated emergency or other signals. 25 tones are available.
 - M. Provide a dedicated control labeled "PAGE" with all Administrative Telephones (ATEL's).
 - 1. The operation of this control gives access to all or particular zones for:
 - (a) Tone signaling distress or emergency signals.
 - (b) Emergency voice announcements.
 - (c) Program distribution.
 - N. Provide a Program button on each ATEL for selection and distribution of one or two program channels to remote stations.
 - 1. The program channels: Distributed via the ATEL to a room or rooms, paging zones, or all rooms (remote speaker stations).
 - 2. Provide a Scan function at the ATEL to review the remote stations (rooms) selected to each of the program channels.
 - O. Provide a Hold button on each ATEL to place an internal or external call on a hold status, freeing the ATEL operator to perform other functions.
 - P. Provide a Scan mode to permit the ATEL operator to review room assignments of each of the program channels, call-in coverage of rooms assigned to his/her ATEL, and which of the other ATEL's (if there is more than one) are forwarding their calls to this ATEL.
 - Q. A designated ATEL within a Starcall System: The ability to enter the user accessible functions for data input and programming.
 - 1. A "security code" number is required to enter this programming mode.
 - 2. When the ATEL has accessed the programming mode, the display window is used to provide prompts and other information for programming the system.
 - R. The Administrative Telephone (ATEL): The ability to operate with external telephone lines provided and other information for programming the system.
 - S. Each Administrative Telephone (ATEL): Provided with integral, permanently affixed operating instructions on a pull-out operating guide located under the unit and accessible by the user.
- 1.6 SYSTEM MEMORY AND INTEGRATION
- A. The user programmable functions: Contained in a memory that is protected by a manufacturer supplied battery with a life expectancy of at least ten years.
 - B. The system clock automatically restores the time of day displays on all Administrative Control Stations (ATEL's) to the proper time upon restoration of power, which was caused by AC power failure.

- C. Supply the system to allow operation of the intercommunications functions during loss of AC power. The use of U.P.S. type power supplies will not be acceptable unless supplied at the contractor's expense.
- D. Provide an uninterruptible power supply for the clock/intercom with the capacity for operating the intercom system under normal idle load for 2 hours and then operating the system at full power to all speakers for 5 minutes.

1.7 SUBMITTALS

- A. Shop drawings submit under provisions of Section 01330, "Submittal Procedures".

PART 2 PRODUCTS

2.1 SYSTEMS COMPONENTS

*Any reference to a specified manufacturer or model number shall be interpreted as equal to or better than the referenced manufacturer or model number.

A. Central Equipment

1. The central equipment: Mounted in a standard 19-inch equipment rack. The central equipment consists of but not be limited to:
 - (a) The equipment housing.
 - (b) A power supply to provide operating DC power for the circuitry contained within the central equipment housing and four (4) Administrative Control Stations (ACS's).
 - (c) A central microprocessor unit.
 - (d) Zone circuit boards as required to meet the system requirements for remote stations and communications linkage.
 - (e) The provision for terminating the cabling from up to 512 remote stations and eight Administrative Telephones (ATEL's).
2. The central equipment: Dukane Model 110-3546 shelf/ 110-3521 central processor.
3. The system contains the following components as required to meet system functions:
 - (a) Provide expanded audio switching card as required Dukane 110-3534.
 - (b) Provide expanded audio routing card as required Dukane Model 110-3524A.
 - (c) Provide balanced telephone card, Dukane Model 110-3554.
 - (d) Provide expanded Adm. Telephone card, Dukane Model 110-110-3527 4-port minimum.
 - (e) Provide two (2) minimum intercom amplifier modules, Dukane Model 110-3544B.
 - (f) Provide ring supply module, Dukane Model 110-3543 as required.

B. Administrative Telephones (ATEL's)

1. Constructed of a high impact cyclac material suitable for desktop operation.
2. Incorporate a seamless moisture proof type membrane control panel with a plug-in cable harness for modularity. The membrane panel: Contains clearly designated "buttons" with legible and permanent designations. The buttons: Provide a tactile feel, positive touch response, typical to a mechanical push-button.
3. Features of the control panel include:
 - (a) Telephone type keyboard containing digits 0 through 9 plus symbols # and *.
 - (b) 16-character LCD alphanumeric display.
 - (c) Buttons designated for SPKR Phone, Hold, Menu, Program, Page, Talk, Emergency, and Volume Up/Volume Down, Tone.
4. Provide with a built-in tone generator for use in providing time tones and manually activated tones for emergency and other signals.
5. Light gray in color with dark gray trim, and all button markings and nomenclature sealed under a transparent protective overlay. An integral PullOut Operating Guide card part of the housing. This guide contains basic functional operating instructions.
6. Housing Dimensions: 11-5/8 inches (29.5 cm) wide, 9-3/8 inches (23.8 cm) deep, and 4-1/16 inches (10.3 cm) high without handset and 5 inches (12.7 cm) high including handset. The net weight: Not to exceed 5 pounds, 14 ounces (2.64 kg.).

7. Provide with a 7 foot multiple conductor cable for power, data, and audio signals. Provide this with a multi-pin connector for ease in installation and maintenance. Provide the handset with a standard modular type 5-foot coil cord.
 8. The ATEL: Dukane Model 7A1110.
- C. ATEL Wall Mounted Connector Assembly:
1. Provide each ATEL with a wall plate and mating connector for the ATEL cable. Mount this connector on a standard single gang plate of stainless steel.
 2. The connector plate shall be included with ATEL.
- D. Supplemental Power Supply:
1. Provide the supplemental power supply for systems up to twenty-four (24) Administrative Telephones (ATEL's).
 2. The power supply: Capable of providing sufficient DC power to support (24) Administrative Telephones (ATEL's).
 3. Mount the power supply in a standard 19 inches equipment rack with a height not to exceed 5-1/4 inches.
 4. The Supplemental Power Supply: Dukane Model 17A365.
- E. Telephone Interface:
1. Provide the required circuitry to interface the Starcall System to central office (CO) or PABX telephone lines.
 2. Capable of performing the following telephone functions as required by the system: line seizes, line hold, hookswitch flash, ring detection, and the generation of DTMF signals for dialing.
 3. Provide CO/PABX circuit card and telephone interface with the ability to support up to eight (8) external CO/PABX lines.
 - (a) The initial line capacity: Two (2) lines.
 - (b) The line capacity: Expandable in increments of two (2) for a total of eight (8).
 - (c) Expansion of line capacity: Accomplished via plug-in modules.
 4. Provide the telephone interface for user programming, on an ATEL by ATEL basis, the assignment of incoming and outgoing telephone line access.
 - (a) Telephone lines can be assigned too more than one (1) ATEL.
 - (b) Provide the ATEL's with the ability to be restricted from either outgoing or incoming access to a telephone line on an individual line basis.
 - (c) Custom calling features, as provided from the telephone company (utilizing the "." or "#" button), functions with the telephone interface provided such features are enabled by the host phone system.
 5. If multiple line access is assigned to a given ATEL, provide a group hunt feature for accessing the lines.
 6. Annunciate incoming calls in the calls waiting window of assigned ATEL's with both a visual and audible annunciation.
 7. Make it possible to conference telephone calls with staff handsets and other ATEL's.
 8. Obtain its operating power from the Starcall System and be mounted in the Starcall equipment rack.
 9. Connections to the telephone interface: Standard modular type USOC #RJ11C connectors, one (1) per line, and signal and data connections to the Star Call System shall be multiple pin connectors.
 10. FCC Part 68 Registered for connection to the telephone network, and its ringer equivalency 0.7B for each line.
 11. Telephone Interface: Dukane Model (Balance Telephone Cord) 110-354 (Ring Supply Module)
 12. External Paging Amplifier:
 13. Provided as required to meet the load requirements of the system when activated in the All-Page mode.
 14. The External Paging Amplifier: Dukane Model 1A4250.
- F. Program Sources, Preamps, Power Amplifiers, and Monitor Speakers:
1. Provide the system with equipment required for one program channel. This equipment consists of:
 - (a) Preamplifier /program sources per program channel. Dukane #RTC350P
 - (b) Power amplifier per channel capable of supporting full speaker load of all remote speaker stations. Dukane #1A4250
 - (c) Monitor speaker panel and selector switch. Dukane # 9A1685A

- G. Equipment Rack:
1. The central equipment: Housed in a standard 19 inches equipment rack. Provide sufficient vertical size to contain all of the specified equipment to be housed within. Provide the rack with a locking rear door and removable side panels. Fill all unused front panel space with the appropriate size blank panels.
 2. The Equipment Rack: Dukane Model #110-3592 (77 inches high).
- H. Remote Devices:
1. Classroom/room speakers: 8 inches with line matching transformers with 1/2, 1, 2, and 4-watt taps. Tap according to room requirement.
 2. Speakers: Dukane #5A531.
 3. Install Classroom/room speakers in a common clock/speaker enclosure.
 4. Install corridor-ceiling speakers in a ceiling grille: Dukane #6A342 with 145-226 back box and 180-2 mounting rails. Spacing of approximately 30' centers, no less than one per corridor.
 5. Call back pushbuttons.
 - (a) Provide dual momentary push buttons mounted remote from the speaker baffle for signaling the ATEL's in administration and media center.
 - (b) Cover plates: Single gang stainless steel.
 - (c) Dukane #BCSB-1D.
 6. Common clock/speaker enclosures: Provide Dukane 830-89/194-89 or 830-89/SM194-89 as per type of installation.
 7. Classroom/room clock: 10 inches Dukane # 030-10EX with numerals.
 8. Gymnasium clock and Cafeteria Clock: 12 inches Dukane # 030-12EX with wire guard only in the gymnasium.
 9. Program bells shall be:
 - (a) 6 inches Dukane # 306,120V - In corridors, spacing of approximately 60' centers, no less than one per corridor.
 - (b) 10 inches Dukane # 310, 120V - WP - Outdoor Locations, spacing of approximately 100' centers, no less than one on an exterior wall.
 10. 120V - Buzzers in classroom clock/speaker enclosure Dukane # 124.
 11. Exterior Paging Horns

2.2 MANUFACTURERS

- A. Dukane – Star Call
- B. Rauland – Telecenter V
- C. Manufacturers listed serve to establish a level of quality.

PART 3 EXECUTION

3.1 WIRING

- A. From the central equipment to each speaker run above ground a four (4)-wire conductor with two (2) wires shielded, Belden #8722 or West Penn #359B, for underground installations use AQC359.
- B. From the Master Clock run:
 1. 3# 12 THW - CU conductor for clock operation
 2. 2# 12 THW - CU conductor for program bell operation
 3. 2# 14 THW - CU conductor for classroom buzzer operation
- C. Provide all intercom wiring in separate raceways. Mount a momentary push-button remote from the speaker baffle for signaling the central console in each room. Install suitable type hinged terminal cabinets as indicated on plans. Provide marked terminal strips in all junction boxes. Soldered and tap joints will not be permitted.

- D. Provide all program bells and classroom buzzers wiring in separate conduit.
- E. Provide isolating barrier in clock/speaker enclosure to keep wiring separated.

END OF SECTION

2.2. Standard Contractor Obligations

- Shall provide and obtain all necessary materials, equipment and labor to perform all items listed in the Scope of Work.
- Shall provide and obtain all necessary permits with Local, County, etc. agencies as required by law and as required in the Scope of Work.
- Shall schedule all necessary inspections with Local, County, etc. agencies as required by law.
- Shall strictly adhere to all specifications, engineered drawings and any other form of documentation related to the completion of the Scope of Work. SCS reserves the right to withhold partial or all payment until the work is completed to the specifications and satisfaction of SCS. Any work not completed to specifications will be the Contractor's sole responsibility and expense to redo.
- Shall dispose of all generated waste materials in compliance with all Local, State and Federal guidelines, regulations and requirements.
- Shall have property trained and experienced staff to facilitate the services specified in the Scope of Work. If applicable, the Contractor shall provide documentation that staff has received the manufacturers' certification to complete the services specified in the Statement of Work.

3. Source Selection and Contract Award

- Award(s), if made, will be made to the Responsive and Responsible proposer(s) whose proposal is most advantageous to SCS, taking into consideration price and the other evaluation criteria set forth in the RFP.
 - General Criteria to be determined “Responsive”
 - Does the proposal include all required information, included completed attachment forms and affidavits?
 - Was the proposal delivered on or before the stated deadline? Did it include the required number of copies (hard & electronic)?
 - General Criteria to be determined “Responsible”
 - Does the Proposer demonstrate an understanding of SCSs needs and proposed approach to the project?
 - Does the Proposer possess the ability, capacity, skill and financial resources to provide the service?
 - Can the Proposer take upon itself the responsibilities set forth in the RFP and produce the required outcomes in a timely fashion?
 - Does the Proposer have the character, integrity, reputation, judgement, experience and efficiency required for the project?
- SCS reserves the right to enter into discussions with Proposers which have submitted proposals determined to be reasonably like of being considered for selection to assure a full understanding of and responsiveness to the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of their respective proposals. Revisions may be permitted after the submission and prior to the award for the purpose of obtaining the best offers.
- SCS reserves the right to negotiate price and contract terms and conditions with the most qualified proposer(s) to provide the requested service. If a mutually beneficial agreement with the lowest responsive and responsible Proposer is not reached, SCS reserves the right to enter into contract negotiations with the next lowest Proposer and continue this process until an agreement is reached.
- Upon mutual agreement by both parties, SCS shall grant the right to extend the terms, conditions and prices of contract(s) awarded from this RFP to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the “piggyback” Institutions will issue their own purchasing documents for purchase of the goods/services. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

4. Schedule of Events

RFP Issued	January 24, 2019
Pre-Bid Meeting <i>(if required)</i>	
Questions DEADLINE	February 6, 2019
RFP Submission DEADLINE	February 12, 2019 @ 10:30 a.m. Local Time

5. Instructions for Proposal

5.1. Required Forms

- Proposer must complete and submit the Attachments in Section 6. Attachments may be omitted depending on the RFP requirements. Refer to the Table of Contents for omitted Attachments.
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License.
- For all vendors with annual purchases in excess of \$50,000; a Sumner County Business License must be on file with the SCS Finance Department. Evidence of the license must be provided within ten (10) working days following notification of award; otherwise, SCS may rescind its acceptance of the Proposer's proposal.
- Copy of State of Tennessee License (if applicable) in respective field.
- If applicable, the Proposer must include a copy of the contract(s) the Proposer will submit to be signed.

5.2. New Vendors

- To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the SCS Finance Department. It is a mandatory requirement to complete the IRS Form W-9 (Attachment 6.9) included in this RFP.
- To comply with the Tennessee Lawful Employment Act (50-1-702 and 50-1-703), non-employees (individuals paid directly by the employer in exchange for the individual's labor or services) must have on file one (1) of the following documents:
 - A valid Tennessee driver's license or photo identification;
 - A valid driver's license or photo identification from another state where the license requirements are at least as strict as those in Tennessee;
 - A birth certificate issued by a U.S. state, jurisdiction or territory;
 - A U.S. government issued certified birth certificate;
 - A valid, unexpired U.S. passport;
 - A U.S. certificate of birth abroad (DS-1350 or FS-545)
 - A report of birth abroad of a U.S. citizen (FS-240);
 - A certificate of citizenship (N560 or N561);
 - A certificate of naturalization (N550, N570 or N578);
 - A U.S citizen identification card (I-197 or I-179); or
 - Valid alien registration documentation or other proof of current immigration registration recognized by the United States Department of Homeland Security that contains the individual's complete legal name and current alien admission number or alien file number (or numbers if the individual has more than one number).

5.3. Acknowledgement of Insurance Requirements

By submitting a proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. The Proposer who may have employees, contractors, subcontractors or agents working on SCS properties shall carry current certificates for general and professional liability insurance and for workers' compensation as indicated below. The owner or Principal of each Proposer must also be insured by workers' compensation if they perform any of the services on SCS properties. There will be no exceptions to the insurance requirement. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, SCS may rescind its acceptance of the Proposers proposal.

- **General Liability**

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

- **Workers Compensation**

Workers Compensation	Tennessee Statutory Limits
Employer's Liability	\$500,000

5.4. Clarification and Interpretation of RFP

The words "must" and "shall" in the RFP indicate mandatory requirements. Taking exception to any mandatory requirement shall be considered grounds for rejection. There are other requirements that SCS considers important but not mandatory. It is important to respond in a concise manner to each section and submit an itemized list of all exceptions.

5.5. Proposal Package

The package containing the proposal must be sealed and clearly marked on the outside of the package:

"20190212-02-BOE Intercom System"
DO NOT OPEN

All sealed proposals packages must include all of the following. Any sealed proposals are subject to rejection as non-conforming if any applicable item is not included.

- One (1) Complete Original
- Two (2) additional copies of the Original
- One (1) electronic format (CD/USB Drive)
- Original Signature on Original Proposal. NO copied or digital signatures.

- Compensation/Price Data
 - Address all costs associated with performance of the contracted services.
- Past Performance and References
 - Provided a minimum of three (3) client references for similar projects in size and scope successfully completed by Proposer within the last three (3) years. Attachment 6.3.
 - SCS may also consider other sources of pertinent past performance information, including the districts own experience with the Proposer.

5.8. Request for Clarification of Proposals

Requests for clarification of proposals shall be distributed by the Purchasing Supervisor in writing (or email).

5.9. Protests

In the event that any interested party finds any part of the listed specifications, terms or conditions to be discrepant, incomplete or otherwise questionable in any respect; it shall be the responsibility of the concerned party to notify the SCS Purchasing Office of such matters immediately upon receipt of the RFP. All notifications must be sent to the Purchasing Supervisor via email at purchasing@sumnerschools.org.

Any actual or prospective Proposer who is aggrieved in connection with the RFP or award of a contract may protest to the Purchasing Supervisor and/or the Sumner County Board of Education at its regularly scheduled meeting.

ATTACHMENT 6.1 – Contact Information

Company Legal Name: _____

Company Official Address: _____

Company Web Site (URL): _____

Contact Person for project administration:

Name: _____

Address: _____

Phone Number: _____ (office)

_____ (mobile)

Email Address: _____



Attn: Purchasing Supervisor
1500 Airport Road
Gallatin, TN 37066

ATTACHMENT 6.2 – Bid Form/Certification
20190212-02-BOE Intercom System

Date _____

I, _____, a duly authorized representative of
_____ hereby submit our bid for **20190212-02-BOE Intercom System** in accordance with the specifications and instructions set forth in these bid documents.

North Sumner Elementary	
Oakmont Elementary	

Authorized Signature _____

Title _____

Printed Name _____

Vendor Legal Name _____

Address _____
(street) (city, state, zip)

ATTACHMENT 6.3 – References

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

**Proposers may copy this page and submit additional references.*

ATTACHMENT 6.4 – Certification Regarding Debarment or Suspension

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
- Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state or local) terminated for cause or default; and
- Are not presently indicated or otherwise criminally or civilly charged by a government entity (federal, state or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgement rendered against it:
 - For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction (federal, state or local) or a procurement contract under such a public transaction;
 - For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name of Participating Agency: _____

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

____ I am unable to certify to the above statement. Attached is my explanation.

ATTACHMENT 6.5 – Condition of Submitting Proposal

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of the RFP and certifies:

- It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP.
- All statements, information and representations prepared and submitted in response to the RFP are current, complete, true and accurate. Proposer acknowledges that the Sumner County Board of Education (SCS) will rely on such statements, information and representations in selecting the successful proposer(s).
- That the prices quoted shall be SCSs pricing for the products and/or service.
- It shall be bound by all statements, representations, warranties and guarantees made in its proposal.
- Proposer acknowledges that the contract may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by SCS, in its sole discretion.
- All purchase orders must be duly authorized and executed by SCS and subject to the terms and conditions of the RFP.

By checking this box, Proposer agrees that SCS reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the piggyback Institutions will issue their own purchasing documents for the goods/services. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

VENDOR LEGAL NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

ADDRESS: _____

PHONE: _____ (office)

_____ (mobile)

EMAIL: _____

ATTACHMENT 6.6 – Statement of Non-Collusion

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company: _____

Address: _____

Phone: _____ (office)

_____ (mobile)

Respondent Signature: _____

Respondent (Print Name & Title): _____

Authorized Company Official (Print Name): _____

ATTACHMENT 6.7 – Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: <i>(or Social Security Number)</i>	

The Contractor, identified above, does hereby attest, certify, warrant and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract, T.C.A. § 12-3-309.

SIGNATURE & DATE: _____

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor.

ATTACHMENT 6.8 – Drug Free Workplace Affidavit

The Sumner County Board of Education is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County Board of Education employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

STATE OF _____

COUNTY OF _____

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

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

Further affiant saith not.

Principal Officer: _____

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My commission expires: _____

ATTACHMENT 6.9 – W9

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
---	---	--

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																																									
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-size: 8px;">Social security number</td> </tr> <tr> <td style="width:30%; text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table> </td> <td style="width:10%; text-align: center;">-</td> <td style="width:30%; text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table> </td> <td style="width:10%; text-align: center;">-</td> <td style="width:30%; text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table> </td> </tr> <tr> <td colspan="2" style="text-align: center; font-size: 8px;">or</td> </tr> <tr> <td colspan="2" style="text-align: center; font-size: 8px;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table> </td> </tr> </table>	Social security number		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table>											-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table>							-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table>							or		Employer identification number		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table>											-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table>										
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Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																									

Part II Certification			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and			
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and			
3. I am a U.S. citizen or other U.S. person (defined below); and			
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.			
Sign Here	<table style="width:100%;"> <tr> <td style="width:60%; border-bottom: 1px solid black;"> Signature of U.S. person ▶ </td> <td style="width:40%; border-bottom: 1px solid black;"> Date ▶ </td> </tr> </table>	Signature of U.S. person ▶	Date ▶
Signature of U.S. person ▶	Date ▶		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**ATTACHMENT 6.10 – Standard Terms & Conditions
SUMNER COUNTY BOARD OF EDUCATION (SCS)**

1. PREPARATION AND SUBMISSION OF BID.

- a. Failure to examine any drawings, specifications, or instructions will be at the proposer's risk. Any deviation from the stated terms, conditions and specifications must be coordinated with and approved in writing by the SCS Purchasing Supervisor.
- b. RFP SUBMITTAL / SIGNATURE: Proposal shall give the full name and business address of the bidder. If the proposer is a corporation, the name shall be stated as it is in the corporate charter. Proposals must be signed in ink by the proposer's authorized agent. Unsigned proposals will be rejected. Proposals are to be sealed and the outside of the envelope is to reference the RFP number. The person signing the proposal must show their title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Proposer understands that by submitting a proposal with an authorized signature, it shall constitute an offer to SCS. Proposals must be typewritten or in ink; otherwise they may not be considered. Purchase orders will be issued to the firm name appearing on the W9. Electronic submissions via email, fax, etc. shall not be accepted.
- c. SCS is not responsible for any costs incurred by any vendor pursuant to the RFP. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.
- d. All proposers must be in compliance with T.C.A. § 62-6-119 at the time of proposal submission and provide evidence of compliance with the applicable provisions of the chapter before such proposal may be considered.
- e. Proposals are to be received in the location designated in the RFP no later than the specified date and time. Late submissions will NOT be opened or considered.
- f. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing the proposal.
- g. Specifications: Reference to available specifications shall be sufficient to make the terms of the specifications binding on the proposer. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the proposer to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the proposal. Proposers are required to notify SCSs Purchasing Supervisor whenever specifications/procedures are not perceived to be fair and open. The articles on which the proposal is submitted must be equal or superior to that specified. Informative and Descriptive Literature: The proposer must show brand or trade names of the articles proposed, when applicable. It shall be the responsibility of the proposer, including proposer's whose product is referenced, to furnish with the proposer such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of proposer.
- h. Samples: Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon proposer's request within ten (10) days of RFP opening, be returned at the proposer's expense. Each sample must be labeled with the proposer's name, manufacturer's brand name and number, RFP number and item reference.
- i. Time of Performance: The number of calendar days in which delivery is to be made after receipt of order shall be stated in the RFP and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) of order.
- j. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the RFP. Proposal prices shall include delivery of all items F.O.B. destination.
- k. New materials and supplies must be delivered unless otherwise specifically stated in the RFP.
- l. Alternate/multiple bids will not be considered unless specifically called for in the RFP.
- m. Only proposals submitted on RFP forms furnished by SCS will be considered.
- n. By signing this RFP where indicated, the proposer agrees to strictly abide by all local, state and federal statutes and regulations. The proposer further certifies that this proposer is made without collusion or fraud.
- o. Error in Proposal. In case of error in the extension of prices in the proposal, the unit price will govern. Late submissions will NOT be opened or considered. Proposers are cautioned to verify their proposals before submission, as amendments received after the ITB deadline will not be considered. No proposals shall be altered, amended or withdrawn after opening. After proposal opening, a proposer may withdraw a proposal only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the proposal would impose unconscionable hardship due to an error in the proposal resulting in a quotation substantially below the other proposals received. Proposal withdrawals will be considered only upon written request of the proposer.

2. **OPEN RECORDS.** In order to comply with the provisions of the Tennessee Open Records Act, all proposals will be publicly opened and are subject to public inspection after the award upon written request. Proposers may be present at ITB opening. Summary information will be posted the SCS website, www.sumnerschools.org under the Invitation to Bid link.
3. **ACCEPTANCE AND AWARD.** SCS reserves the right to reject any and all proposals and to waive any informality in proposals and, unless otherwise specified by the proposer to accept any item in the proposal. Action to reject all proposals shall be taken for unreasonably high prices, errors in the proposal documents, cessation of need, unavailability of funds, or any other reason approved by SCS.
 - a. Contracts and purchases will be made with the lowest, responsive, responsible, qualified proposer. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Institution, cash discount offered, and the delivery terms will be taken into consideration.
 - b. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor.
 - c. Prices quoted on the response (if any) are to be considered firm and binding until the said equipment, supplies or services are in the possession of SCS.
 - d. SCS reserves the right to order more or less than the quantity listed in the proposal.
 - e. If a proposer fails to state a time within which a proposal must be accepted, it is understood and agreed that SCS shall have ninety (90) days to accept.
 - f. No purchase or contract is authorized or valid until the issuance of a SCS purchase order in accordance with SCS policy. No SCS employee is authorized to purchase equipment, supplies or services prior to the issuance of such a purchase order.
 - g. The contract may not be assigned without written SCS consent.
 - h. If the appropriate space is marked on the ITB, other Institutions (such as State, Local and/or Public Agencies) may purchase off the contract during the same period as SCS.
 - i. The awarded proposer will be required to post a performance and payment bond in the amount of 25% of the contract price if it exceeds \$100,000 as stated by T.C.A. §12-4-201.
 - j. If the project cost is in excess of \$25,000 a performance bond must be secured by the requesting part in an amount equal to the market improvement value.
4. **PAYMENT.** Payment terms must be specified in the proposal, including any discounts for early payment. Partial payments will not be approved unless justification for such payment can be shown. Terms will be NET 30 days. Payment will not be made until the conditions and specifications of the RFP are inspected and approved as conforming by persons appointed by SCS.
5. **DEFAULT OF SELECTED VENDOR.** In case of vendor default, SCS may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost. If the awarded vendor violates any terms of their response, the contract, SCS policy or any law, they may be disqualified from proposing for a period of two years for minor violations or longer for major violations. Proposals from disqualified proposers will not be accepted during the period of disqualification.
6. **INSPECTION OF PURCHASES.** Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. SCS shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires SCS to use nonconforming materials, an appropriate reduction in payment may be made.
7. **TAXES.** SCS is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to or performing repair work on real property for SCS are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.
8. **NONDISCRIMINATION.** SCS is an equal opportunity employer. SCS and bidder agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin. In the event that any claims should arise with regards to violations of any such local, state or federal law, statues, rule or regulations, the vendor will indemnify and hold SCS harmless for any damages, including court costs or attorney fees, which might be incurred.

- 9. PROHIBITIONS/NO VENDOR CONTRACT FORM.** Acceptance of gifts from vendors is prohibited. T.C.A. §12-4-106. The contract documents for purchase under this RFP shall consist of the successful proposer's bid and SCS's purchase order. **The proposer may request exceptions to terms and conditions and/or request SCS to accept other terms and conditions by means of subsequent documents such as invoices, warranty agreements, license agreements, etc. All subsequent document shall be open to revision for impermissible language. SCS reserves the right to render the proposal unresponsive and subject the proposal to rejection if successful terms cannot be negotiated.**
- 10. PROHIBITION ON HIRING ILLEGAL IMMIGRANTS.** Tennessee Public Chapter No. 878 of 2006, T.C.A. §12-3-309, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference.
- 11. SALES AND USE TAX.** Before the Purchase Order/Contract resulting from this RFP/RFQ is signed, the apparent successful proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax as required by T.C.A. §12-3-306.
- 12. ASSIGNMENT.** Neither the vendor nor SCS may assign this agreement without prior written consent of the other party.
- 13. LIABILITIES.** The vendor shall indemnify SCS against liability for any suits, actions or claims of any character arising from or relating to the performance under this agreement by the vendor or its subcontractors. SCS has no obligation for the payment of any judgement or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.
- 14. APPLICABLE LAW.** Any contract shall be interpreted under the laws and statutes of the State of Tennessee. SCS does not enter into contracts which provide for mediation or arbitration. Any action arising from any contract made from this RFP shall be brought in the state courts in Sumner County, TN or in the United States Federal District Court for the Middle District of Tennessee.
- Additionally, it is a violation of state statutes to purchase materials, supplies, services or any other item from a vendor that is a commissioner, official, employee or board member that has any financial or beneficial interest in such transaction, T.C.A. §12-4-101.
- 15. FUNDS.** The Proposer understands and accepts the non-appropriation of funds provision of SCS.
- 16. DATA PRIVACY AND SECURITY.** Personal Information (PI) includes but is not limited to that information protected by HIPAA, the HITECH Act, FERPA, or Gramm-Leach-Bliley) or such information which would allow a third party to gain access to the personal, medical or financial records of any of any party. Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of PI complies with all applicable federal and state privacy and data protection laws. Vendor represents and warrants that Vendor will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Vendor deems necessary to maintain compliance with SSAE16. If PI provided by SCS to Vendor is subject to FERPA. Vendor agrees that in its handling of FERPA data it will perform as a school official as that term is defined by FERPA regulations. Vendor acknowledges that its improper disclosure or re-disclosure of PI covered by FERPA may, under certain circumstances, result in Vendor's exclusion from eligibility to contract with SCS for at least five (5) years. Vendor shall provide SCS with the name and contact information for an employee of Vendor who shall serve as SCS's primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with any security incident in which it is reasonably suspected that there has been a breach of information security. Vendor shall immediately mitigate or resolve any Security Incident, at Vendor's expense and in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse SCS for actual costs incurred by SCS in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under applicable law as a result of the Security Incident.
- 17. IRAN DIVESTMENT ACT.** By submission of this proposal, each proposer and each person signing on behalf of any proposer certified, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to T.C.A. §12-12-106.

ATTACHMENT 6.11 – Vendor Checklist

Vendor Checklist for Prevention of Common RFP Mistakes that lead to Proposal Rejection

1. Submission of Proposal

- On-Time Submittal
 - Deadline is listed in Section 4 – Schedule of Events
 - Late Proposals will be IMMEDIATELY DISQUALIFIED
- A Proposer may not submit alternate proposals unless requested.
- Tax not included in cost proposal.
- Clearly marked outside of envelope/package.
 - RFP Number and “DO NOT OPEN”
 - Vendor Name, License Number, Expiration Date & License Classification (if applicable)
 - Other License data as required in Section 5.6 – Proposal Package
- No erasures on proposal documents.

Correct Format:

- One (1) Complete Original (*Section 5.6 & Attachment 6.2*)
- Two (2) Additional copies of the Original (*Section 5.6*)
- One (1) Electronic format copy - CD/USB Drive (*Section 5.6*)
- Original Signature on Original Proposal. NO copied or digital signatures (*Section 5.6 & Attachment 6.2*)

2. Required Forms

- Evidence of Business License (*Section 5.1*)
- Completed “Contact Information” form (*Attachment 6.1*)
- Signed and dated “Bid Form/Certification” form (*Attachment 6.2*)
- Complete “Reference” form (*Attachment 6.3*)
 - Must meet the criteria established in Section 5.8 – Evaluation of Proposals.
- Signed and dated “Certification Regarding Debarment or Suspension” form (*Attachment 6.4*)
- Signed and dated “Condition of Submitting Proposal” form (*Attachment 6.5*)
- Signed and dated “Statement of Non-Collusion” form (*Attachment 6.6*)
- Signed and dated “Attestation Re Personnel” form (*Attachment 6.7*)
- Signed, dated and notarized “Drug Free Workplace Affidavit” form (*Attachment 6.8*)
- Signed and dated “IRS Form W-9” form (*Attachment 6.9*)

***This checklist does not represent a complete list of, or replacement for, the mandatory requirements listed in the RFP. This checklist is ONLY A TOOL meant to assist in the prevention of disqualification.**

****Notations on proposals that materials submitted be kept confidential will not be honored. All proposal documents and contracts become public record.**