

# BID SPECIFICATIONS SERVICE CONTRACT FOR

## *Audio System*

### HARDEMAN COUNTY SCHOOL DISTRICT

**General:** Hardeman County School District is requesting bids for an audio system for Bolivar Elementary. Purchases are dependent upon the Director of School's approval of the contract and final approval by the individual end users. Qualified vendors are requested to furnish, install, and provide training on operation of the equipment.

**Bidding Instructions/Deadline:** Bidders must clearly, and independently, identify all fees associated with their services including items such as maintenance, insurance, and any optional/extended services. A mandatory walk-through is scheduled for Tuesday, April 11, 2017. Questions regarding bid specifications, or requirements, should be directed to Mrs. M. Johnson, Coordinator of IT (Phone: 731-658-3228). Bids should be clearly identified on the outside of a sealed envelope as "Bid-Audio System – Hardeman County Schools, ATTN: Jimmy Sain/M. Johnson", along with the contractor's and/or subcontractor's license listed on the outside of the envelope, and received no later than 10:00 a.m. central standard time, on Thursday, April 20, 2017 at the following address:

**The County Mayor's Office  
100 N. Main, P.O. Box 250  
Bolivar, Tennessee 38008  
Attention Jimmy Sain/M. Johnson**

## VENDOR REQUIREMENTS/TERMS OF CONTRACT:

1. **PUBLIC CHAPTER 587.** Vendors are required to comply with Tennessee Code Annotated, Section 49-5-413 enacted on September 1, 2007, which states that all employees who will have access to the grounds of a school must supply verification documentation for each employee that a background check has been performed by Tennessee Bureau of Investigation and the Federal Bureau of Investigation, prior to access to the school.
2. **BID BOND/PERFORMANCE BOND** Proposal must be accompanied by a **10% Bid Bond**. The 10% Bid Bond will be held from the selected Vendor as a guarantee of performance. . **\*\*\*Any bid submitted without these Bonds will be rejected.\*\*\***
3. **CONTRACTORS LICENSE** Vendors are required to have a current contractor's license from the State of Tennessee if any network cabling is involved in this bid. A copy of contractor's license should be enclosed and the contractor's license number must be listed on bid envelope. Any work that will be subcontracted should be clearly marked in the bid. A copy of the contractor's license for all subcontractors is also required and should be enclosed and listed on the bid envelope. The vendor is responsible for any fees and/or costs incurred by all subcontracted work. The vendor is also responsible for correcting any sub par work performed by the subcontractor at the expense of the vendor. The Contractor shall be responsible for all licenses, fees, and permits required for performance of the contract resulting from this Request For Proposal. All work to be performed under this contract shall be provided at times convenient to the school system. Maintenance and installations may only be performed at times which do not interfere with daily operations of the school system and provided with no interruption of phone services.

**TENNESSEE CONTRACTOR LICENSE NUMBER-\_\_\_\_\_**

**\*\*\*Any bid submitted without contractor's license number a will be rejected.\*\*\***

4. **INDEPENDENT CONTRACTOR/INSURANCE/TAXES.** The parties hereto, in the performance of this Contract, shall be acting in their individual capacities and not as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to make an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph. During the term of this Contract, Contractor shall maintain errors and omissions liability insurance with limits not less than one million dollars (\$1,000,000.00). A certificate of insurance, in a form satisfactory to the local government entity, evidencing said coverage shall be provided to the local government agency prior to commencement of performance of this Contract. Throughout the term of this contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate. **\*\*\*Any bid submitted without a certificate of insurance will be rejected.\*\*\***
5. **LIABILITY.** The local government entity shall have no liability except as specifically provided in this Contract.

6. **SUBCONTRACTING/ASSIGNMENT**--consent required. The provisions of this contract shall insure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for rights to money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor, hereunder shall be assigned, or transferred in whole or in part without the prior written consent of the director of Hardeman County Schools. Any assignment or transfer shall not release Contractor from its obligations hereunder. **NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT, MUST BE SENT TO THE ATTENTION OF: Accounting Department, Hardeman County Board of Education, 10815 Old Highway 64, Bolivar, TN 38008.** If such subcontracts are approved by the local government entity, they shall contain at a minimum, sections of this Contract pertaining to Conflicts of Interest and Nondiscrimination (Sections 6 and 7) and comply with Public Chapter 587 (Section 1).
  
7. **HOLD HARMLESS**. The Contractor agrees to indemnify and hold harmless the local government entity as well as its officers, agents, and employees from and against: (a) any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, bad faith, negligence, or willful misconduct on the part of the Contractor, its officers, its employees, or any person acting for or on its or their behalf relating to this Contract; and (b) any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees, and/or agents, including its sub- or independent contractors, to observe applicable laws, including, but not limited to, labor and minimum wage laws. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. In the event of any such suit or claim, the Contractor shall give the local government entity immediate notice thereof and shall provide all assistance required by the local government entity in its defense. The local government entity will not indemnify, defend or hold harmless in any fashion the Contractor for any claims, regardless of any language in any attachment or other document that the Contractor may provide. Contractor shall pay the local government entity any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
  
8. **STATE AND FEDERAL COMPLIANCE**. The Contractor shall comply with all applicable local, State and Federal laws and regulations in the performance of this Contract. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee regardless of any language in any attachment or other document that the Contractor may provide. Any action between the parties arising from this agreement shall be maintained in the courts of the county of the local government entity in the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee and the courts of the United States which are located within the State of Tennessee in actions that may arise under this Contract.
  
7. **SEVERABILITY**. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other term and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
  
8. **TECHNICAL SUPPORT/VENDOR OFFICE OR TECHNICIANS**. Vendors are required to have an office or representative(s) located within a 250 miles radius of Hardeman Co. Schools. This will insure that the vendors can provide needed service in a timely manner. Vendor must provide an 800 phone line for technical support at no additional charge to the school system during the warranty period if the support location is out of the local calling area. Vendor is required to provide 48-hour response time on any problems that may occur with network or computer equipment. Please list all technicians, their locations, and experience.  
**OFFICE OR TECHNICIAN'S ADDRESS** \_\_\_\_\_  
**TOLL FREE TECHNICAL SUPPORT NUMBER** \_\_\_\_\_

9. **CLIENT/REFERENCE LIST.** Vendor must provide a list of School References (Min. of 5) where similar hardware and software have been installed as proposal. (List Contact Name and Telephone Number, preferably within the State of Tennessee.)  
**\*\*\*Any bid submitted without a client reference list will be rejected.\*\*\***
10. **CODES, STANDARDS, AND REGULATIONS** All FCC regulations governing Wireless Telecommunications must be followed. All network/telecommunication cabling must comply with applicable Tennessee building and fire codes. All electrical codes, standards and guidelines govern the installation practices and materials used. The minimum standards will meet ANSI/TIA/EIA-526-7, 568, 569, 570, 598, 606, 607, 758, ANSI/NEMA Standards Publication No. WC 66-2001, ANSI-J-STD-607-A and addenda, TIA-455, TIA/EIA TSB-67, 72, 75, TSB-140, 155, 184., 190 Other considerations concerning 802.11 deployment must be met, which includes IEEE 802.11i, IEEE 802.11e, Wi-Fi certification, WMM certification, IEEE 802.11a, IEEE 802.11.b, IEEE 802.11g., IEEE 802.11n, IEEE 802.11c, IEEE 802.11ac, IEEE 802.11i, Layer-3 mobility, IEEE 802.3-2012, and IEEE 802.3af.
11. **FINANCIAL STABILITY.** Vendor must be willing to provide financial statements and bank references if required to show financial stability to a school system.
12. **PRICE PROTECTION.** All prices must be Free On Board (F.O.B.) to Hardeman Co. Schools. Prices quoted must be good for 90 days from the date of award. Vendor must deliver, setup, install, and test every system on the network. Delivery and installation of these systems into the network must be completed within 45 days of obtaining the purchase order. **Vendor must provide on-site services after the warranty period.**
13. **RIGHT TO REJECT PROPOSALS.** Hardeman Co. School System reserves the right to reject any or all proposals, to waive technicalities or informality and to accept any proposal deemed to be in the best interest of the county.
14. **RIGHT TO PURCHASE SELECTED ITEMS ON BID.** Hardeman Co. School System reserves the right to purchase selected items on this bid. If funds to purchase entire bid are not available, Hardeman Co. School System may purchase selected items at this time and the balance within the next school year.
15. **WORKMANSHIP** *All work areas will be swept and work materials picked up before leaving the premises at the end of the workday.* Equipment will be moved, if possible, or if not possible, **covered** when any drilling must be done through the walls or ceilings. Tables will be covered at both sides of the work area where drilling will take place. All cell phones should be turned off, or placed on silent mode when inside school buildings.
16. **WARRANTY:** Hardware and installation should be for a minimum of three (3) years.

I agree to all of the above terms and guarantee to meet all said terms, unless otherwise noted, to the satisfaction of the school district.

Name \_\_\_\_\_ Title \_\_\_\_\_

Company \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Scope of Work:**

Hardeman County Schools expect a turnkey solution where the selected vendor is responsible for managing the entire project from design phase through user acceptance. Responsibilities include, but are not limited to: site surveys; provide floor coverings to protect the floor; provide all tools required for installation, including a Scissor lift that has non marking tires and a proper drip diaper; installation of equipment; technical support; recommendations during the installation process so that the school system can fully realize the capabilities of the new audio system; and initial training to utilize the audio system to its full potential. Warranty of installation should be for at least 1 year. Warranty of hardware should be at least 3 years. As part of the solution, on-site training for up to 10 people over the use and management of the audio system is expected as part of the end user acceptance condition.

The audio system solution must be a centrally managed and replaces the current system. The Loudspeaker system is required, rigged to the center section of the gym steel structure, and must be protected since the space also functions as a gymnasium. There is a stage located on the north end of the room, where a recessed ceiling mounted motorized projection screen is located. The audio system will need to function where a laptop, or DVD/CD player can easily plug into the system from both the floor of the gymnasium and/or from the stage area. Also request two (2) portable speakers that will project sound from the stage area. Minimum of the following high-quality micro phones, like Shure or Sennheiser, should be included: One (1) lectern mic; Four (4) wireless hand held mics with appropriate professional level capsules should be supplied for general vocal and speech use; Two (2) wireless lapel mics and 1 headset with appropriate professional use. Maximum amount of mics used at one time would be three (3). If possible, automatic load balancing would be requested. All cabling will be cleanly bundled and threaded through a pipe or conduit, and concealed.

Please include an option which would change out the currently installed motorized screen to a motorized screen that allows rear-projection. This will need to include the purchase of a projector, installing the projector in back of the stage. The projector will need to be secured in such a way to protect from gym equipment. All cables will need to be cleanly bundled and concealed, preferably in the ceiling or behind the wall. The projector will need to be a minimum of 6,000 lumens and WXGA (1280x800) or HD (1920x1080) resolution.

**HARDEMAN COUNTY SCHOOLS**

*BID RETURN FORM FOR AUDIO SYSTEM*

VENDOR'S NAME \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ FAX NO. \_\_\_\_\_  
ADDRESS \_\_\_\_\_ EMAIL \_\_\_\_\_  
\_\_\_\_\_

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*SIGNATURE OF/FOR VENDOR*

*DATE*

Provide your bid total after considering all specifications herein. Final cost proposals should be included for all recommended equipment, including installation, training, any additional warranty costs should be included. Prices shall remain valid for 180 days after the bid opening. This form may not be altered in any way. Deviation from this response form will result in disqualification. Optional features should be detailed with associated cost referenced below.

Total Bid for updating Bolivar Elementary: \_\_\_\_\_

Option to change screen: \_\_\_\_\_