



## REQUEST FOR PROPOSALS

### Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West

The Hamblen County Dept. of Education will receive sealed bids for the provision of **Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West** as specified herein. Bids must be received by **8:00 AM EST** on Thursday, **November 19, 2024**. Late bids will not be considered nor returned. The Hamblen County Department of Education is not responsible for delivery times of vendor's chosen carrier. If your bid is received after the deadline, it will be automatically disqualified.

RFP Item# IT23.07.27.1 - Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West
Bid Open Date November 19, 2024
8:00 AM EST Mandatory Pre-Bid Meeting Nov. 7, 2024

All questions regarding this RFP/Bid **MUST** be submitted via email by the deadline noted in this document. Please reference RFP Item Number in subject line of email. Phone calls will not be accepted. Please submit questions to [Harold@hcboe.net](mailto:Harold@hcboe.net) .In the e-mail subject line, use: **Questions IT24.11.19.2**

<p><b>DELIVER BIDS TO:</b></p> <p><b>IT24.11.19.2 Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West</b></p> <p><b>Opening Date: November 19, 2024 8:00 a.m.</b></p> <p><b>Hamblen County Dept. of Education</b></p> <p><b>Technology Department</b></p> <p><b>210 East Morris Blvd.</b></p> <p><b>Morristown, TN 37813</b></p> <p><b>THE BID ENVELOPE MUST SHOW THE BID NUMBER, NAME ,OPENING DATE, CONTRACTORS LICENSE NUMBER AND EXPIRATION DATE OF LICENSE.</b></p>
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## SECTION I GENERAL TERMS AND CONDITIONS

### Additional Information:

- 1.1 Send requests for additional information to Harold Jones, Supervisor of Technology & Communications, [Harold@hcboe.net](mailto:Harold@hcboe.net) . Please reference RFP Item No. in subject line of email. Information about the Hamblen County Department of Education current bids may be obtained on the Internet at <https://www.hcboe.net/bidsandrfps>

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**Pre-Proposal Conference:**

**1.1.1 A Pre-Proposal Conference will be held on November 07, 2024 at 9:00 a.m. in MHHS East, Main Office at One Hurricane Lane, Morristown, TN 37813. The Hamblen County Department of Education requires all prospective vendors to attend. The purpose of the pre-proposal conference is to allow an open forum for discussion and asking questions regarding the RFP with all prospective proposers having an equal opportunity to hear and participate as well as provide a tour of the locations and look at wiring to be added and equipment to be added. After the MHHS East location, we will travel to the MHHS West location at One Trojan Trail, Morristown, TN 37813.**

**Contractors must clearly understand that the only official answer or position of the Hamblen County Department of Education will be the one stated in writing. Additionally, this same information will be available for view and/or download from the department’s website.**

**Remanufactured Equipment:**

1.2 Vendors are advised that remanufactured or refurbished equipment will not be accepted for this bid.

**Recycling Efforts:**

1.3 Vendors are to state the percentage of product made from recycled materials. Specify the amount of post consumer waste separately from pre-consumer recycled content.

**Conflict of Interest:**

1.4 Vendors must have a “non-conflict of interest” affidavit on file prior to contract award.

**Non-Discrimination:**

1.5 Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**Processing Time For Payment:**

1.6 Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

**Alternative Bids:**

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- 1.7 Hamblen County Department of Education will not accept alternate bids (those not equal to specifications) unless authorized by the invitation to bid.

**Multiple Bids:**

- 1.8 Hamblen County Department of Education will consider multiple bids that meet specifications.

**Taxes:**

- 1.9 Hamblen County Department of Education purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

**Delivery:**

- 1.10 Vendors are to state the delivery time in the bid. Hamblen County Department of Education requires that vendors deliver all products FOB "free on board" to final destination.

**Bid Acceptance:**

- 1.11 Vendors shall hold their price firm and subject to acceptance by Hamblen County Department of Education for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.

**Electronic Transmission Of Bids:**

- 1.12 The Hamblen County Department of Education will not accept telegraphic or electronically transmitted bids.

**Award:**

- 1.13 Award will be made based upon the criteria set forth in section III of this bid document. Hamblen County Department of Education reserves the right to award this bid on an item by item basis, a schedule basis or an "all or none" basis-whichever is in the best interest of the HCDOE. The Hamblen County Department of Education also reserves the right to not award this bid or to reject any and all bids.

**Proof Of Financial And Business Capability:**

- 1.14 Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Hamblen County Department of Education will make the final determination as to the bidder's ability.

**Vendor Default:**

- 1.15 Hamblen County Department of Education reserves the right, in case of vendor default, to procure the articles or services from other sources and

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hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, the Hamblen County Department of Education reserves the right to remove the vendor from the HCDOE's bidders list for twenty-four months.

**Restrictive Or Ambiguous Specifications:**

- 1.16 It is the responsibility of the prospective bidder to review the entire invitation for bids (IFB) packet and to notify the Hamblen County Department of Education, Department of Instructional Technology if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Technology Department not less than one week (5 days) prior to the time set for bid opening. These requirements also apply to specifications that are ambiguous.

**Bid Delivery:**

- 1.17 The Hamblen County Department of Education requires bidders, when hand delivering bids, to deliver said bid to the Hamblen County Dept. of Education, Department of Instructional Technology between the normal business hours of 8:00 am and 4:00 pm, Monday through Friday. The Hamblen County Department of Education is not responsible for delivery times of your carrier. If your bid is received after the deadline, it will be automatically disqualified. Inclement weather is always a possibility and the district office may be closed on bid activity dates. It is the vendor's responsibility to contact the Hamblen County Department of Education at 423-586-7700 to verify that the district office is open.

**Duplicate Copies:**

- 1.18 The Hamblen County Department of Education requires that bids be submitted in duplicate.

**Term Bid Agreements:**

- 1.19 If this bid results in a term bid contract with the vendor, Hamblen County Department of Education must receive all general price decreases that other customers receive.

**Signing Of Bids:**

- 1.20 **In order to be considered all bids must be signed. Please sign the original in blue ink.**

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**Use Of Bid Forms:**

- 1.21 Vendors are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

**Waving Of Informalities:**

- 1.22 Hamblen County Department of Education reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamblen County Department of Education.

**Subcontracting:**

- 1.23 Hamblen County Department of Education will award this bid to one vendor. The successful vendor may not subcontract the award without the written consent of the Hamblen County Department of Education.

**New Material:**

- 1.24 Unless specified otherwise in the bid package, the Contractor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Contractor submission of other than new materials may be cause for the rejection of the bid.

**EXPENSE OF BID PREPARATION:**

- 1.25 Hamblen County Department of Education or representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentations of Contractor's bid response.

**Cooperative Purchasing:**

- 1.26 Vendors are to indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.

**Title VI Of The Civil Rights Act:**

- 1.27 "Nondiscrimination in Federally Assisted Programs"- "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 or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq.

It is the policy of the Hamblen County Department of Education that all its services and activities be administered in conformance with requirements

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of Title VI.

**Envelope Cover:**

- 1.28 Bids and modifications thereof shall be enclosed in sealed envelopes addressed to Hamblen County Department of Education, Technology Department, with the name and address of the bidder, the date and hour of opening, and the bid number “IT24.11.19.2 Firelite Speaker Strobe Add to Classrooms for MHHS East and MHHS West” on the face of the envelope. Electronically transmitted, telegraphic or facsimile bids will not be considered. Bids received without the envelope information will not be considered. The envelope should have the following clearly labeled: the Contractor’s license number and the date of license expiration.

**Late Bids**

- 1.29 Bids and modifications or withdrawals thereof received after the time set for opening will not be considered. The Hamblen County Department of Education is not responsible for delivery times of vendor’s chosen delivery carrier. If your bid is received after the deadline, it will be automatically disqualified.

**Discounts**

- 1.30 1. Prompt payment discounts will be included in the evaluation of bids, provided the period of the offered discount is sufficient to permit payment within such period in the regular course of business.  
2. In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at a point of origin, or from the date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher is received in Technology Department, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant.

**Response Submission**

- 1.31 Responses to this RFP must be submitted in sealed packages and delivered to Hamblen County Department of Education Technology Department, 210 E Morris Blvd. Morristown, TN, 37813, no later than 8:00 AM EST on November 19, 2024, so that this RFP is in compliance with the Federal Communication Commission’s competitive bidding

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requirement for Universal Service Fund (USF) support and services. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The HCDOE will reject all late arrivals. The Vendor must submit two (2) copies of the response along with any required supporting documentation. **“IT24.11.19.2 Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West” should be clearly marked on the face of the envelope containing the bid along with the opening date of November 19, 2024.** Failure to comply with this may cause the bid to be misdirected and therefore not to be considered. Responses must be for the entire project. No substitutions or partial bids will be allowed. Oral, telephone, faxed or telegraphic bids shall not be considered, nor will modifications of bids by such communication be considered. The completed bid form shall be without erasures or alterations. Signatures on the proposals shall be in longhand and executed by an individual duly authorized by The Vendor to make a contract. Bids made out in pencil will NOT be accepted. Bid must be notarized. Prior to commencement of work, Vendor will name contractee as additional insured for liability purposes.

#### **Interpretation and Changes**

- 1.32 The intent of this RFP is to communicate the HCDOE’s requirements to any qualified and interested bidder. Our intention is to receive bids for the item as stated in Section 1 of this RFP. The HCDOE may make corrections, or changes to the RFP. If the HCDOE makes changes or corrections to the RFP it will be via a written ADDENDUM. All efforts will be made by the HCDOE to mail or deliver any ADDENDUM to all parties who have requested and received the RFP and returned the notice to proposers form . ADDENDUMS will be issued as expeditiously as possible (by FAX, if necessary, followed by original documents). Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and The Vendor shall not rely upon such interpretations, corrections, or changes.

#### **Addendum**

- 1.33 It will be the responsibility of all respondents to contact The HCDOE prior to submitting a response to the RFP to ascertain if any ADDENDUM have been issued, and to obtain any and all ADDENDUMS, execute them, and return ADDENDUM with the response to the RFP.

#### **Questions**

- 1.34 Questions regarding this RFP must be submitted in writing/email. The HCDOE must receive questions no later than five (5) business days before the bid opening or the questions will be

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considered null and void. Responses to all questions received in proper timeframes will be made in writing and posted with the RFP on the HCDOE Website. Phone calls will not be accepted.

### **Proposal Binding Period**

- 1.35 Prices quoted in The Vendor's response for all services and equipment will remain in effect for a period of at least 90 business days from the issuance date of The Vendor's response. However, any taxes, whether local, state, or federal, imposed on services herein provided instituted after the date of bid response may be passed on to the HCDOE from the vendor.

### **Omissions**

- 1.36 Omissions in the proposal of any provision herein described shall not be construed as to relieve The Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

### **Service Length**

- 1.37 The contractual term of this contract will be one (1) year(s) with options to renew up to a total of five (5) years.

### **Patents and Royalties**

- 1.38 The Vendor, without exception, shall indemnify and hold harmless the HCDOE and its employees from any liability of any nature or kind, including costs and expenses for or on account of any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by the HCDOE. If The Vendor or subcontractor uses any design, device, or material covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

### **Indemnification**

- 1.39 The Vendor shall indemnify and hold harmless The HCDOE, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence or any negligence (excluding negligence by The HCDOE, its agents or employees) in connection with the same; or by use of any improper, material or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants or employees. The Vendor further agrees to indemnify

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and hold harmless The HCDOE, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees. The indemnification provided above shall obligate The Vendor to defend at its own expense or to provide for such defense, at The HCDOE's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against The HCDOE which may result from the operations and activities under this Contract whether the installation operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed by either. The award of this Contract to The Vendor shall obligate The Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

#### **Right to Reject**

- 1.40 The HCDOE reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the Hamblen County Department of Education. The HCDOE reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor proposes. The HCDOE reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any Vendor who in the opinion of the HCDOE is not in a position to adequately perform the contract. The HCDOE reserves the right to reject any or all proposals; any part or parts of a proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of Hamblen County Department of Education. Contracts will be awarded to The Vendor submitting the proposal determined to be in the best interests of the Hamblen County Department of Education.

#### **Vendor Registration**

- 1.41 Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Hamblen County Department of Education, Department of Instructional Technology. Please e-mail the application to [ForteB@hcboe.net](mailto:ForteB@hcboe.net) at least **5 days prior to the bid opening**. **Registration form is only good for THIS RFP/BID. Do not send this form with the bid. Please see end of this document for the vendor registration form.**

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## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

THESE TERMS AND CONDITIONS SHALL BE PART OF THE CONTRACT. HAMBLEN COUNTY DEPARTMENT OF EDUCATION RESERVES THE RIGHT TO NEGOTIATE OTHER TERMS AND CONDITIONS IT DEEMS APPROPRIATE AND NECESSARY UNDER THE CIRCUMSTANCES TO PROTECT THE PUBLIC TRUST.

### **Incorporation:**

- 2.1 All specifications, drawings, technical information, invitation to bid, bid, award and similar items referred to or attached or which are the basis for this contract are deemed incorporated by reference as if set out fully herein.

### **Alterations Or Amendments:**

- 2.2 No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Hamblen County Department of Education without the prior written approval of the Hamblen County Department of Education.

### **Assignment:**

- 2.3 Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Hamblen County Department of Education.

### **Warranty:**

- 2.4 Contractor warrants to Hamblen County Department of Education that all items delivered and all services rendered shall conform to the specifications, drawings, bid, and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Hamblen County Department of Education all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

### **Remedies:**

- 2.5 Hamblen County Department of Education shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in

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tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential, and compensatory damages and reasonable attorneys fees.

**Inspection And Acceptance:**

- 2.6 Warranty periods shall not commence until Hamblen County Department of Education inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Hamblen County Department of Education. Hamblen County Department of Education reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

**Order Of Precedence:**

- 2.7 In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation to Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

**Severability:**

- 2.8 If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

**Governing Law:**

- 2.9 This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Hamblen County, Tennessee. The Chancery Court and/or the Court of Hamblen, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.

**Default:**

- 2.10 If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Hamblen County Department of Education may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Hamblen County Department of Education expressly retains all its and remedies provided by law in case of such breach, and no action by Hamblen County Department of Education shall constitute a waiver of any such rights or remedies. In the event of termination for default, Hamblen County Department of Education

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reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

**Termination:**

- 2.11 HCDOE may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

**Appropriation:**

- 2.12 In the event no funds are appropriated by Hamblen County Department of Education for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

**Compliance With All Laws:**

- 2.13 Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

**Indemnification/Hold Harmless:**

- 2.14 Contractor shall indemnify, defend, save and hold harmless Hamblen County Department of Education, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

**Right to Inspect**

- 2.15 Hamblen County Department of Education reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

**Books and Records**

- 2.16 Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of

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the final payment under this agreement for inspection by HCDOE or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

**Child Labor**

- 2.17 Contractor agrees that no products will be provided or used under this contract which have been manufactured or assembled by child labor.

**SECTION III SPECIAL TERMS AND CONDITIONS**

**Intent:**

- 3.1 The intent of these specifications is to convey to prospective bidders the type of computer equipment requested by Hamblen County Department of Education. Hamblen County Department of Education requests that prospective bidders price the items in SECTION IV as well as state a percentage of mark-up or discount on non-specified items.

**Term:**

- 3.2 The contract will be for One (1) year beginning approximately December 17, 2024 and continue through June 30, 2025. Upon mutual consent of both parties, the agreement may be renewed for four (4) additional one (1) year periods, for a total term of five (5) years.

**Escalation Provision:**

- 3.3 The responder warrants that the unit price stated herein shall remain firm for a period of not less than one (1) calendar year from the first day of the contract period. If the responder's unit price is increased after one (1) calendar year, the contract unit price may be increased upon approval of the responder's written request to the Purchasing Agent.

Such a request shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; (3) the amount of the change requested with documentation to support requested adjustment (i.e., appropriate bureau of labor statistics, change in manufacturer's price, etc.). Such price adjustment shall be by the same percentage as documented.

**Bid Modification:**

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3.4 This bid may be modified accordingly provided that:

The aggregate of the increase in the contract unit price made under this clause shall not exceed a total of ten percent (10%) of the original contract unit price. If this contract is renewed, the percentage increase shall not exceed ten percent (10%) per contract period on the prices prevailing at the time of renewal;

The increased contract unit price may be effective after one (1) calendar year provided that the responder submits a written request, with supporting documentation, for an increase, at least thirty (30) calendar days prior to the proposed effective date of the price increase;

The increased contract unit price shall not apply to orders received by the vendor prior to the effective date of the increased contract unit price. Orders placed, via county purchase order, shall be considered to have been received by the responder after the fifth (5th) calendar day following the date of signature by the Purchasing Agent or his authorized representative;

Within thirty (30) calendar days after receipt of a responder's written request, the County Purchasing Agent may cancel, without liability to either party, any portion of the contract affected by the requested increase and undelivered at the time of such cancellation.

**Quantity Purchase:**

3.5 Vendor should make additional discounts available to HCDOE for quantity purchases.

**Termination:**

3.6 Should the responders fail to meet the Requirements of this contract, HCDOE may terminate the Contract upon a thirty (30) day written notice.

**Evaluation:**

3.7 Evaluation will be made on the following Criteria:  
This contract will be awarded to the most cost effective provider who submits a complete and accurate submittal that meets the stated requirements. Prices of eligible services will be the primary factor, but not necessarily the sole factor, in evaluating the bids. Other factors of consideration may include, but are not limited to prior experience, including past performance, compliance with specifications, including

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schedule compliance; cost of ineligible products and services; and specified product. The Hamblen County Department of Education does not guarantee award of a contract and reserves the right to reject all bids.

1	Total Price	45 Points
3	Prior Experience in K-12 Education	5 Points
4	Adequacy/Compliance with Bid Specifications	10 Points
5	Promptness of delivery of final product (Availability)	15 Points
6	Specified Product Bid (Not Equivalent)	10 Points
7	Local or in-state vendor/office	5 Points
8	Vendor Capabilities: Demonstrated ability of vendor to provide services/product (including references), reputation of vendor, vendor's past relationship with district if applicable	10 Points

**Response:**

3.8 Vendors shall bid in the following manner:

Provide, with their bid, State the percentage of discount from the Manufacturer MSRP or Manufacturer price list to HCDOE.

Vendors shall submit their responses with the products, F.O.B. destination to Hamblen County Department of Education, Department of Instructional Technology, 210 East Morris Blvd., Morristown, TN 37813.

Pricing for these services and products must be provided in the Bid Response Form provided with this RFP. The vendor's bid may include additional quote pages in the vendor's preferred format. However, all pricing must be entered in the Bid Response Form, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as "See Page XX," "Refer to Page XX," etc. should not be entered in the Bid Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration.

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**Quantities:**

3.9 HCDOE does not guarantee any quantities during the term of this agreement..

**Warranty:**

3.10 All products shall be at least 3 year warranty of quality and performance of the product(s). Items with defects in materials or workmanship will be repaired, replaced, or substituted for the practical warranty of the product(s).

**SECTION IV VENDOR RESPONSE:**

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**4.0 Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West or Equivalent**

These specifications outline specific services with regard to (1) Installation of new wiring for the new speaker strobes (2) Installation of new components, (3) testing for the fire alarm system for the Hamblen County Department of Education. All work shall be in compliance with NFPA72. Due to the nature and vital importance of these life safety systems, the contractor must be qualified to maintain these systems. Any maintenance recommended by the manufacturer other than that listed here shall also be considered as part of these specifications. Contractor must return the fire alarm system to full operation whenever equipment problems are discovered during routine inspection or when the Safety Officer requests service.

The technicians will remain the Contractor's employees subject to his direction at all times.

The Contractor must be and have been in the business of installing, testing, inspecting, and maintaining fire alarm systems for at least three (3) years. The Contractor should be able to list the number of technicians available to work on these systems.

The Contractor shall provide proof that all technicians who will be working on these systems shall have a current license from the State of Tennessee for fire alarm installation/inspections. Copies of such licensure

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are proof of this criterion and shall be supplied upon request by the Hamblen County Department of Education. The Contractor should list the amount of technicians in his/her employ capable of working on these systems.

A clear, readable copy of the testing/inspection report will be left on site. A clear, readable copy of the inspection report, signed by the Safety Officer (or designee) will be submitted with invoice.

Entire additions will utilize NEW wire & cable as specified by the manufacturer and code.

#### EQUIPMENT AND MATERIAL, GENERAL:

- A. All equipment and components shall be new, and the manufacturer's current model. The materials, appliances, equipment and devices shall be tested and listed by a nationally recognized approvals agency for use as part of a protected premises protective signaling (fire alarm) system.
- B. All equipment and components shall be installed in strict compliance with manufacturers' recommendations. Consult the manufacturer's installation manuals for all wiring diagrams, schematics, physical equipment sizes, etc., before beginning system installation.
- C. All Equipment shall be attached to walls and ceiling/floor assemblies and shall be held firmly in place (e.g., detectors shall not be supported solely by suspended ceilings). Fasteners and supports shall be adequate to support the required load.

#### CONDUIT AND WIRE:

A. Conduit where needed.

B. Wire

- 1. Wiring shall be in accordance with local, state and national codes (e.g., NEC Article 760) and as recommended by the manufacturer of the fire alarm system. Number and size of conductors shall be as recommended by the fire alarm system manufacturer, but not less than 18 AWG (1.02 mm) for Initiating Device Circuits and Signaling Line Circuits, and 14 AWG (1.63 mm) for Notification Appliance Circuits.
- 2. All wire and cable shall be listed and/or approved by a recognized testing agency for use with a protective signaling system.
- 3. Wire and cable not installed in conduit shall have a fire resistance rating suitable for the installation as indicated in NFPA 70 (e.g., FPLR).
- 4. Wiring used for the multiplex communication loop shall be twisted and shielded and installed in conduit unless specifically excepted by the fire alarm equipment manufacturer. The system shall permit use of IDC and NAC wiring in the same conduit with the communication loop.

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- 5. All field wiring shall be completely supervised.
- C. Terminal Boxes, Junction Boxes and Cabinets:
- D. All boxes and cabinets shall be UL listed for their use and purpose.

Devices must be mounted to wall/wall mount box, not installed into a drop ceiling tile.

Red wiring must be used to indicate fire alarm system wiring.

There should not be any exposed wire showing in installation in classrooms.  
Wiring should be in conduit/Panduit.

Wiring must be supported and not laid on drop ceiling tiles.

Vendors may submit alternative equipment as long as the equipment is an equivalent make and model. All equipment shall be new, factory-sealed equipment currently available from the manufacturer; the District will not accept proposals of used, remanufactured, refurbished, "B stock," returns, open-box, discontinued, "gray market," or equipment in any condition other than new and factory-sealed with all original manufacturer warranties. The Hamblen County Department of Education reserves the right to adjust quantities prior to purchasing to meet the needs of the school system, and shall have the sole discretion to evaluate, ascertain, and determine whether any item proposed or offered by any bidder is in fact an equivalent or better for any item listed below. It is the vendor's responsibility and obligation to provide documentation and other evidence that alternative equipment is functionally equivalent or better. Failure to show equal functionality may result in the disqualification of the bid.

INSTALLATION: Ideally installation could happen over the district winter break (December 20 2024 – January 3, 2025, excluding Dec. 23,24,25 , and January 1,2025). If this timeframe is not available, please provide a plan for installation during times students are not present. After-hours works would be acceptable. A district calendar is available on the district website (<http://www.hcboe.net>).

**Response MUST include all materials, installation, warranty, testing, and any miscellaneous items needed to complete the project.**

**Item 1 – Addition of 147 Firelite Speaker Strobes to Classrooms at MHHS East**

Compatible with Firelite MS-9600UD With Evac system

**Item 2 – Addition of 127 Firelite Speaker Strobes to Classrooms at MHHS West**

Compatible with Firelite MS-9600UD With Evac system

4.9 Percentage of “discount off” from current Price List on catalog items not listed on these pages.

**SECTION V VENDORS INFORMATION AND PRICING**

**Schedule of Events**

5.0 The following is the required schedule of events for this project. The schedule may change the results of the responses and a final schedule will be established prior to contracting with

Event	Date
1. Release of RFP to Bidders	October 29, 2024
2. Mandatory Bidder’s Conference at MHHS East	November 7, 2024
3. Deadline for Proposal Submission	November 19, 2024
4. Evaluation of Responses	Beginning November 19, 2024 until completed
5. Contract Award	To be determined
6. Installation Starts	To be determined after receipt of order
7. Installation Completed	To be determined

**SECTION VIII RESPONSE TO BID**

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## SECTION IX ADDITIONAL TERMS, CONDITIONS AND AWARD CRITERIA

### **Quantities:**

- 9.1 Hamblen County Department of Education does not guarantee any quantities during the term of this agreement. Consequently, the utilization of the contract may vary significantly from fiscal year to fiscal year. The successful vendor is not guaranteed a specific amount of sales during the contract period.

### **10. Background Checks**

Contractors shall comply with Public Chapter 587 of 2010, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity that enters into or renews a contract with a local board of education or child care program on or after September 1, 2010, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Any person, corporation or other entity that enters into or renews a contract with a local board of education or child care program on or after September 1, 2010, must:

- (3) Provide a fingerprint sample
- (4) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.



**SECTION VIII      VENDOR INFORMATION AND PRICING**  
**Bid Response Form – IT24.11.19.2 Firelite Speaker Strobes Add to**  
**Classrooms for MHHS East and MHHS West**

**Vendor Name** \_\_\_\_\_

**Vendor Address** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Telephone #** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_      **FAX #** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Toll Free #** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_      **E-mail** \_\_\_\_\_

**Contact Person** \_\_\_\_\_

**Authorizing Signature** \_\_\_\_\_

**HCDOE Business License Number (If Applicable)** \_\_\_\_\_

**State of TN Sales Tax Number (If Applicable)** \_\_\_\_\_

**I acknowledge the receipt of:**

**Addenda 1**    **Yes**    **No**

**Addenda 2**    **Yes**    **No**

**Addenda 3**    **Yes**    **No**

***Please list all warranty information concerning length and coverage below:***

**Guaranteed days till delivery after receipt of order**      \_\_\_\_\_ **Days**

**Percentage of Mark-Up or Discount** (*Vendors shall bid one or the other*)      \_\_\_\_\_ **% Mark-Up**

\_\_\_\_\_ **% Discount**

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**Bid Response Form – Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West**

**Page 1 of 10**

Pricing for these services and products must be provided in the Bid Response Form provided with this RFP. The vendor’s bid may include additional quote pages in the vendor’s preferred format. However, all pricing must be entered in the Bid Response Form, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as “See Page XX,” “Refer to Page XX,” etc. should not be entered in the Bid Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration.

TO: The Hamblen County Department of Education, Morristown, Tennessee,

VENDOR:

\_\_\_\_\_  
*Name of Firm*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*City, State, Zip Code*

Representative’s Name (Type or Print): \_\_\_\_\_

\*Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

SPIN Number: \_\_\_\_\_

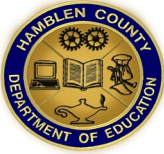
Operating as an individual corporation organization and existing under the laws of Tennessee, or a Partnership, or a joint venture consisting of,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

\*Signature certifies the proposed solution and services meet all requirements outlined in this document and the vendor will comply with all specified requirements unless exceptions are noted below.

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## **...J Response Form – Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West**

**Page 3 of 10**

Pricing for these services and products **MUST be provided in the Bid Response Form provided with this RFP**. The vendor's bid may include additional quote pages in the vendor's preferred format. However, **all pricing must be entered in the Bid Response Form**, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as "See Page XX," "Refer to Page XX," etc. should not be entered in the Bid Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration. Specifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, suppliers' itemization numbers, etc. is intended to set quality and feature standards and does not exclude bids from others as long as quality and feature standards are met.

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Hamblen County Department of Education Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West



**Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West OR Equivalent**

	Per Unit	Total Cost
<b>Item 1 – Addition of 147 Firelite Speaker Strobes to Classrooms at MHHS East</b>	\$_____ per unit	Total \$_____
<b>Item 2 – Addition of 127 Firelite Speaker Strobes to Classrooms at MHHS West</b>	\$_____ per unit	Total \$_____

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Number of Available technicians to perform work		

Additional Costs :	Per Unit	Total Cost
Labor	\$ _____ per _____	\$ _____ total order
Specify Item: _____	\$ _____ per _____	\$ _____ total order
Specify Item: _____	\$ _____ per _____	\$ _____ total order
<b>Total Cost</b>	\$ _____	\$ _____ total order
<b>Can you deliver items by specified date:</b>	____ YES    ____ NO	If no, when: _____

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**Notarized Bid Compliance Form – Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West**

Having carefully examined the invitation to bid documents prepared by Hamblen County Department of Education entitled IT24.11.19.2 Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West, and together with such addenda, if any, as listed hereafter, the undersigned hereby proposes and agrees to provide all components as specified in the attached Proposal Schedule, these sheets being a part of the Proposal, for the total contract price shown and under the terms of the attached contract. **It is agreed that the undersigned has complied with all requirements concerning Vendor Qualifications, licensing, and with all other local, state, federal laws, and that no legal requirement has been violated in making or accepting this proposal in awarding a contract to or in the delivery of products.** In submitting this proposal, it is understood that the right is reserved by the HCDOE to reject any or all proposals and waive all technicalities/informalities in connection therewith. It is also agreed that this proposal may not be withdrawn for a period of Ninety (90) days from the opening there of.

The undersigned declares that the person or persons signing the Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the conditions and provisions thereof. In view of the terms of this Invitation to Bid, the undersigned proposes to furnish all items for a total sum of:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***THIS BID MUST BE NOTARIZED*** Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

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



**NON –COLLUSION INDEPENDENT PRICE DETERMINATION  
NON-DISCRIMINATION AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, or national origin.

I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the vendor.

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

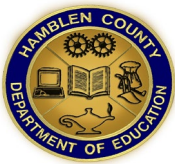
\_\_\_\_\_  
PRINT NAME HERE

DATE \_\_\_\_\_

Please indicate which of the following apply to your company:

- \_\_\_\_\_ African Owned
- \_\_\_\_\_ Asian Owned
- \_\_\_\_\_ Caucasian Owned
- \_\_\_\_\_ Hispanic Owned
- \_\_\_\_\_ Native American Owned
- \_\_\_\_\_ Other Owned
- \_\_\_\_\_ Woman Owned

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## NOTICE TO PROPOSERS

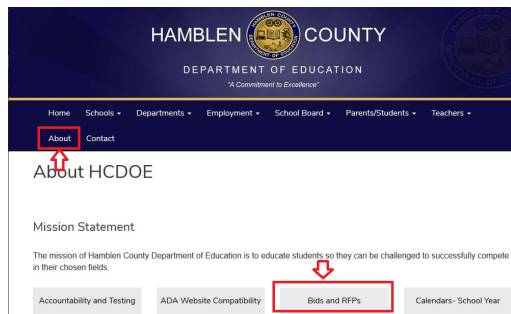
There may be one or more amendments to this proposal solicitation. If your company desires to receive copies or notices of any such amendments, you **must** provide the information requested below to Hamblen County Department of Education's Department of Instructional Technology. Please send this information to Betina Forte e-mail at [ForteB@hcboe.net](mailto:ForteB@hcboe.net). **Hamblen County Department of Education will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.**

RFP number	IT24.11.19.2 <b>Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West</b>
Company name	_____
Mailing address	_____
	_____
Phone number	_____
Fax number	_____
Contact person	_____
E-mail address	_____

**Send amendments by (check one):**     fax  
 e-mail

E-mailed amendments will be sent in a 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 Hamblen County Department of Education.

**Amendments also will be posted on the Hamblen County Department of Education's web site (<http://www.hcboe.net>) in a PDF format.**



IT23.07.27.1

Hamblen County Department of Education Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West



## ence Form – Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West

Three recent references (school systems similar in size to the Hamblen County Department of Education (10,000 students, 18 schools, 23 sites including district site or larger preferred.)

<b>District Reference #1</b>	
<b>Contact</b>	
<b>Phone</b>	
<b>Address</b>	
<b>Scope of Services</b>	
<b>Email address of Contact</b>	
<b>District Reference #2</b>	
<b>Contact</b>	
<b>Phone</b>	
<b>Address</b>	
<b>Scope of Services</b>	
<b>Email address of Contact</b>	
<b>District Reference #3</b>	
<b>Contact</b>	
<b>Phone</b>	
<b>Address</b>	
<b>Scope of Services</b>	
<b>Email address of Contact</b>	

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## Hamblen County Department of Education Vendor Registration Form

Please send this information to Betina Forte via e-mail at [ForteB@hcboe.net](mailto:ForteB@hcboe.net).

RFP number                   IT24.11.19.2 **Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West**

Company name               \_\_\_\_\_

Mailing address             \_\_\_\_\_

\_\_\_\_\_

Phone number              \_\_\_\_\_

Fax number                 \_\_\_\_\_

Contact person             \_\_\_\_\_

E-mail address             \_\_\_\_\_

SPIN Number (FCC Vendor  
Number/Identifier)         \_\_\_\_\_

Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Hamblen County Department of Education, Department of Instructional Technology. Please e-mail at [ForteB@hcboe.net](mailto:ForteB@hcboe.net) at least **5 days prior** to the bid opening. **Do not send this form with the bid.**

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# Hamblen County Department of Education

## Response Cover Sheet

<b>Name of Respondent</b>			
<b>Mailing Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Telephone</b>	<b>Fax</b>	<b>Web Address</b>	
<b>Primary Contact for Clarification</b>		<b>Primary Contact Email Address</b>	
<b>Authorized Signatory</b>		<b>Authorized Signatory Email Address</b>	
<b>Respondents DUNS No.</b>			

IT23.07.27.1

Hamblen County Department of Education Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West





## Hamblen County Department of Education

### Bid Response Label

#### **DELIVER BIDS TO:**

**Hamblen County Dept. of Education  
Technology Department  
210 East Morris Blvd.  
Morristown, TN 37813**

**IT24.11.19.2 Firelite Speaker Strobes Add to Classrooms  
for MHHS East and MHHS West**

**Opening Date: November 19, 2024 – 8:00 AM**

**CONTRACTORS LICENSE NUMBER AND EXPIRATION DATE OF LICENSE  
& EXPIRATION DATE (If applicable):**

IT23.07.27.1



## Iran Divestment Act Certification Form – Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West

This certification must be completed by each bidder in order to be considered.

I understand that under the Iran Divestment Act, T.C.A. 12-12-101-12-12-113, political subdivisions in Tennessee are prohibited from entering into any procurement or contract over \$1,000 with a person who engages in investment activities in Iran. The state's chief procurement officer, as required by T.C.A. 12-12-106, has created a list of persons who engage in investment activities in Iran. Any person who is on the list is ineligible to contract with any political subdivision of the State of Tennessee, and any such contract will be considered void *ad initio* under T.C.A. 12-12-110. The list is published on the Tennessee Department of General Services website at:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106%20Iran%20Divestment%20Act%20updated%207.7.17.pdf)

### 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.

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Bidder Name

---

Bidder Signature

---

Date of Certification

IT23.07.27.1

IT23.07.27.1

Hamblen County Department of Education Firelite Speaker Strobes Add to Classrooms for MHHS East and MHHS West