

State of Tennessee
Sourcing Event # 32110-13699
Specifications for Audiovisual Systems,
Equipment, & Maintenance

1.0 Scope / Purpose

- 1.1 The purpose of this event is to establish a Statewide Contract (“Contract”) for the engineering, procurement, delivery, installation, and related services of Audiovisual (“AV”) systems that meet the needs of all State Agencies. This Contract will establish a purchasing vehicle for New Installations of AV Systems, Telephone Technical Support, remote access technical support, on-site Maintenance, Maintenance covered replacement parts and related services. This Contract may be used by all Agency and Authorized Users for all AV Systems not supported and managed by the UCC Group within STS.
- 1.2 The intent is to have a Contract available for installation and support of Audiovisual components and systems across the entire State of Tennessee including the following:
 - 1.2.1 Purchase of Audiovisual hardware, software, and services
 - 1.2.2 Installation of all related hardware and software
 - 1.2.3 Programming/Commissioning of all related and integrated hardware and software
 - 1.2.4 End user training and system documentation for all installed systems
 - 1.2.5 Moves, Adds, Changes and upgrades for all existing Equipment and systems except those maintained by UCC
 - 1.2.6 Telephone Technical Support
 - 1.2.7 On-site Technical Support
 - 1.2.8 Prompt replacement, installation, and service of Equipment covered by purchased Maintenance agreement
- 1.3 The goal is to provide efficient cost-effective Audiovisual Equipment required for State of Tennessee business operations and services to maximize the operational Time of supported AV Systems so that they are available for use on a regular and uninterrupted basis. The supported AV Systems are Business Critical to the State.
- 1.4 Contractor will provide the following: Telephone Technical Support, On-site Technical Support, Equipment Maintenance, repair and replacement of failed components, service required installation of all replacement hardware and software including related and integrated components and required programming fixes and Commissioning of all related and integrated hardware and software. In order to maintain compatibility, the State requires the selected Contractor to provide replacement hardware, replacement software, related components and connections, installation, configuration, and function testing approved by the State to maintain the operational functionality this environment. Compatibility of any and all Equipment with the State’s existing call control, session management, provisioning platforms, infrastructure Equipment, and endpoints (codecs) is a mandatory requirement.

- 1.5 Contractor shall provide the following: design services, quotations, site-surveys, Equipment, installation services, required programming and configuration of Equipment, and system Commissioning. To maintain compatibility with existing architecture, the State requires the selected Contractor to provide hardware, software, related components and connections, installation, configuration, and function testing approved by the State to create and maintain the operational functionality of this environment. Compatibility of any and all Equipment with the State's existing call control, session management, provisioning platforms, infrastructure Equipment, and endpoints (codecs) is a mandatory requirement.
- 1.6 State Building Commission Approval. Certain projects are under the jurisdiction of the State Building Commission ("SBC") and are therefore excluded from being purchased under this Statewide Contract, without prior SBC approval. Authorized Users should consult Item 2, Jurisdiction, of the most current version of the Policy and Procedure of the State Building Commission of Tennessee to determine applicability. (For more information, please see the Office of the State Architect's website currently available at <https://www.tn.gov/content/tn/osa/general-information/policy---procedure.html>). If further clarification is needed, the Authorized User should contact their development manager with the State of Tennessee Real Asset Management or the Contract Administrator. Any documentation of SBC Approval must be maintained by the Authorized User."

2.0 Definitions

Administrative Requests. The term Administrative Requests are all requests by purchasing Agency to Contractor including all complaints, concerns, or other matters not included in Service Calls or new purchase requests.

Advanced Replacement. A requirement that replacements for failed or defective Equipment are sent to the Contractor for Service Calls prior to a Manufacturer or service center receiving the failed or defective Equipment.

Agency. The term "Agency" shall refer to each State board, commission, committee, department, officer, or any other unit of State government.

Audiovisual Equipment. Technology hardware included in an VC System such as all required components, connectors, power supplies or other accessories required for full implementation, use, Commissioning, or operations as originally designed, including replacement hardware.

Audiovisual System (AV System). Any electronic system that uses two or more components acting in sync to emit and/or capture sound as well as display and/or capture video content.

Audiovisual. Audiovisual refers to the use of both sight and sound to enhance communication, typically in the form of slides or video and amplified or recorded speech or music.

Authorized Work. Any responsive Work Product for installations that complies fully with the terms of this Contract and specifically excludes all non-compliant Work Product offered.

Bid Discount. A Bid Discount is a competitive discount for a product or service offered during a Sourcing Event.

Business Critical. Necessary for the proper function of State Business and requiring Contractor to provide hardware, installation, configuration, Commissioning, Service Calls, and communication within the contracted Time frame(s).

Business Day (State of Tennessee). Monday through Friday (7:00 am through 4:30 pm Central), except State holidays.

Catalog Pricing. Catalog Pricing refers to the price of an item in a catalog where the purchase price has volume or other discounts deducted and charges for specific services.

Catalog. The Catalog is the list of categories to which a discount is bid on by the Contractors and is used to determine the price of Equipment purchased by Agencies.

Change Order. A written request to provide alternative Work Product submitted to Agency by Contractor which includes details of scope of work changes, Audiovisual Equipment changes, and project price changes.

Commissioning. The methodical process of certifying an AV System as ready use after installation or repair of hardware or software.

Devices. The term “Devices” shall refer to Audiovisual or information technology hardware such as monitors, cameras, tablets, projectors, etc.

End of Life. (EOL) A Manufacturer’s schedule to discontinue selling and supporting a specific product or a complete line of products. The EOL date for new Equipment purchases shall be the date of issue of any end of sale notice from the Manufacturer for each specific product. The EOL date for Maintenance will be considered the last date of Manufacturer support for each specific product.

Equipment. Technology hardware included in a AV System such as all required components, connectors, power supplies or other accessories required for full implementation, use, Commissioning, or operations as originally designed, including replacement hardware

Evaluation Model. An Evaluation Model is a document which allows suppliers to provide their pricing for services or products the State of Tennessee wishes to procure. This document is then analyzed to determine the lowest cost for said products and/or services.

Functionality Coverage Period A period of assurance and support from the vendor that a quality finished product has been delivered to the State. This period will run for 30 days from the Time of Agency project sign-off. During this period, the system shall be supported to the full terms of the Manufacturer warranty or Maintenance contract (if purchased) including advance replacement of Equipment and any necessary technical support.

Installation Order. A request by State Agency to purchase Equipment and have it installed under the terms of this Contract.

IT Service Management (“ITSM”). The term “ITSM” shall refer to a strategic approach to design, deliver, manage and improve the way the State uses information technology. ITSM includes all the discrete activities and processes that support a service throughout its lifecycle, from service management to change management, problem and incident management, asset management, and knowledge management.

Labor. Includes installation, troubleshooting, programing, Commissioning, training, project management and any other support tasks necessary to carry out the terms and goals of this contract.

Level Zero Support. Self-help style support in the form of knowledge base articles, frequently asked questions, user operable software tools, and similar assistances to aid end users of VC Systems in diagnosing and resolving any issues that they may have with those systems.

Level One Support. The initial gathering of information related to an service or Maintenance incident and the creation of a ticket with the Contractor.

Level Two Support. Initial technical support response by the Contractor service-related tickets.

Level Three Support. Advanced Remote support by Contractor at the request of Agency to include troubleshooting, diagnostics, advice, research, telephone support, and computer assisted remote management for tickets that are not able to be resolved by the Level Two Support respondent.

Level Four Support. On-site support methods by Contractor, and any Level Three Support that is required to facilitate the on-site support.

Maintenance. The physical work, technical support and/or Equipment replacement that must be performed to preserve the functionality of the Audiovisual Systems supported under this contract.

Manufacturer. The producer of any AV System or AV Equipment provided or covered by Maintenance purchased under this Contract.

Manufacturer Suggested Retail Price (MSRP). The MSRP of any item is the suggested retail price as advertised by the Manufacturer of that item.

Moves, Adds, Changes, and Upgrades. The phrase “Moves, Adds, Changes, and Upgrades” refers to cases in which the State of Tennessee must change the location of, add to, reconfigure or update an existing Audiovisual or video conference room system.

New Installation. A New Installation is any deployment of an AV System or AV Equipment under this contract unless the AV Equipment is being replaced as part of a Maintenance Service Call.

Next Business Day. The term “Next Business Day” refers to the Business Day consecutively following the Business Day of an incident.

Nights or after normal business hours (State of Tennessee). Monday through Thursday (4:31 pm through 6:59 am Central), except State holidays.

On-Site Technical Support. On-Site Technical Support is technical support provided by the supplier that is conducted, performed, or completed at the location in which the device is being used/housed.

Service Calls. Refers to a Technician responding to a support request (Level One, Level Two, Level Three, or Level Four) placed by an Agency with the Contractor.

Solicitation. A Solicitation is the act of asking for or trying to obtain a good or service.

Sourcing Event. A Sourcing Event is an event held by the Central Procurement Office in which Suppliers are invited to bid on products or services the State of Tennessee wishes to purchase. May also at Times be referred to as an ITB within this document.

State. The term “State” refers to the State of Tennessee, including its departments, agencies, and entities that fall under its purview.

Statewide Contract. The term “Statewide Contract” refers to a contract for goods or services established by the Central Procurement Office that all executive branch State agencies must utilize and that may be used by local governments, higher education and not-for-profit entities.

State Business Hours. The term “State Business Hours” shall refer to the State’s normal business hours of 7:00AM to 4:30 PM Central Standard Time, and excludes State holidays.

State Building Commission (SBC). Created by the Tennessee Legislature in 1955 (TCA 415-101) to oversee construction of all State public buildings.

System Move. A request by an Agency to uninstall a system from one location and re-install the system at another location.

Technician. The term “Technician” refers to any Contractor service or support staff who are responding to New Installations, System Moves, or Service Call.

Telephone Technical Support. Telephone Technical Support is technical support provided by the supplier via phone call.

Time. All references made to Time in this Solicitation refer to local Time within the Time zone of the Agency destination (Central Standard Time/Daylight Savings Time or Eastern Standard Time/Daylight Savings Time).

UCC Guidelines for Video Conferencing and Audiovisual Systems. The general set of instructions published by the State of Tennessee Unified Communications and Collaboration group to be followed by Contractor for all Audiovisual Systems installations and programming. This document is updated periodically by the State.

Weekends. 4:31 pm Friday - 6:59 am Central Monday

Work Product. Any measurable and quantifiable Authorized Work completed by the Contractor.

3.0 Contract Requirements

3.1 The Contractor is responsible for the technical and functional validity of all purchased Equipment and systems. The Contractor is responsible for the provided Equipment and system fully meeting the agreed to business use case and scope of work. The Contractor must ensure that all technical requirements including all hardware, firmware, software, installation, integration, Commissioning, programming, training, and system documentation are complete, correct and match the requested scope of work for the specific project.

3.2 The Contractor will be responsible for successful interoperability of all hardware and software provided under this Contract.

3.3 Training & Certifications

3.3.1 Each Technician assigned to work under this Contract must have the applicable certification for the Authorized Work performed.

3.3.2 Technicians must be certified for the term of this Contract to perform any and all repairs on the AV Systems provided by Contractor.

3.3.3 State may require Contractor to provide proof of certificates for Technicians working on State AV Systems.

3.3.4 During the term of the contract Contractor shall maintain staff available to perform work under the contract with all certifications submitted as part of the bid response.

3.4 Tools & Information

3.4.1 All Technicians must have access through Contractor to all technical manuals required for repairs and Maintenance of any AV System provided under this Contract. All technical manuals required for New Installation, System Moves, or Service Calls of any AV System under this Contract shall be provided by the Contractor.

3.4.2 All Technicians shall have all required tools with them when they deploy for a New Installation or System Move for an AV System under this Contract.

3.4.3 All Technicians must have all required tools with them when they respond to a Service Call for repairs and Maintenance of any AV System under this Contract.

3.4.4 Any New Installation or System Move that is responded to by a Technician who does not have the appropriate technical knowledge, tools, or Work Authorization to work on the AV System may be denied access and will not be considered to be responsive to the request.

3.4.5 Any Service Call that is responded to by a Technician who does not have the appropriate technical knowledge, tools, or Work Authorization to work on the AV System will be denied access to the AV System and will not be considered to be responsive to Service Call.

3.4.6 Contractor shall have access through agreements with Manufacturers to authorized Manufacturer software necessary to be capable of installing, configuring, troubleshooting and implementing required changes to AV Systems.

3.5 Hardware, software and components provided shall be commercial, off-the-shelf, and shall be compatible with existing ITU-T standards, and with existing ANSI standards that insure proper operation within the North American hierarchy.

3.6 State Ownership of Work Products: The State shall have all ownership right, title, and interest, in all Work Products, including customized application source code, created, designed, developed, installed or delivered to the State under this Contract. The State shall have exclusive, and unlimited rights to use, all said Work Products. The Contractor shall furnish such information and data at the end of each project and upon request of the State, in accordance with the Contract and applicable State law. Other than as set forth in this Contract, all Work Products provided under this Contract shall be considered works for hire. Contractor shall transfer all intellectual property rights contained in Work Products to the State.

3.7 Contractor Proprietary Products:

3.7.1 The Contractor shall retain ownership right, title, and interest in the portions of Audiovisual Systems and software that were not developed using State moneys or resources, and that were complete and the property of the Contractor as of the Effective Date of the Contract (known as "Contractor Proprietary Products").

3.7.2 The following provisions apply:

3.7.2.1 The Contractor hereby grants the State a perpetual, royalty-free, paid-up, irrevocable, unlimited, and non-exclusive right to use the Contractor Proprietary Products for the State's business purposes. The Contractor warrants that Contractor is duly authorized to grant this right.

3.7.2.2 The State shall take all reasonable steps to preserve the confidential and proprietary nature of the Contractor Proprietary Products. The State shall make reasonable efforts not to disclose or disseminate Contractor's proprietary information to any third party that is not an agent of the State. All obligations regarding propriety or confidential information are subject to the provisions of the Tennessee Public Records.

3.8 Acquired Knowledge and Skills: Nothing in the Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

3.9 Development of Similar Materials: Nothing in the Contract shall prohibit the Contractor from developing for themselves, or for others, materials which are similar to and/or competitive with those produced under this Contract.

3.10 The State shall not be responsible for the Contractor's or the Contractor's subcontractors expenses for travel, meals or lodging related to any services provided under this Contract. The State shall not be charged or invoiced for these expenses under any Contract line item or Catalog line item under this Contract.

3.11 Time – All references made to Time in this document refer to local Time within the Time zone of the Agency destination (Central Standard Time/Daylight Savings Time).

3.12 Business Day (State of Tennessee) - Monday through Friday (7:00 am through 4:30 pm Central), except State holidays.

3.13 Nights or after normal business hours (State of Tennessee) – Monday through Thursday (4:31 pm through 6:59 am Central), except State holidays.

3.14 Weekends: 4:31 pm Friday - 6:59 am Central Monday

3.15 A thorough review of the entire specification document is critical in order to obtain an in-depth understanding of the requirements, as well as to fully understand the goals and objectives of the State of Tennessee. It is important that Contractor completely understand the State's requirements prior to submitting a proposal.

3.16 State of Tennessee requires that Contractors be financially and contractually able to obligate themselves to the requirements of products, delivery, and services.

3.17 The State currently uses a purchase order arrangement to order Audiovisual Systems and Equipment. During the Term of this Contract the State may convert to an electronic based system for ordering and tracking. The Contractor will utilize this system for order placement and tracking if and when it becomes available.

3.18 The State requires the Contractor to provide and install any and all wiring needed for system installation that is not included in the standard premise wiring facilities contract. Electrical wiring in excess of 70 volts will be provided by either the State or its electrical Contractor. The State will provide line power and network connectivity for all installed Equipment provided under this contract.

3.19 Contractor shall be properly licensed and insured as required by the Tennessee Board for Licensing Contractors and all applicable State laws and regulations for all work to be completed under this Contract.

3.20 Requirement for "New" Equipment

3.20.1 The Contractor shall provide only new and the latest (hardware, software, and other related parts and components) models for the initial purchase of original Equipment provided by the Manufacturer in the marketplace, unless otherwise Stated. All subsystem components, wire, cable, and accessory hardware shall be standard products of an established and reputable Manufacturer.

3.20.2 Used, remanufactured, rebuilt, reconditioned, or prototype hardware or software will not be accepted as new.

3.20.3 In all cases, replacement Equipment must be compatible with the existing systems hardware and software and must provide functionality equal to or greater than the Equipment being replaced. This compatibility must be guaranteed by the Contractor. If new replacement Equipment and/or parts are not available, due to discontinuance or product End Of Life, refurbished Equipment or parts may be allowed to effect a service requirement with written Agency approval at the sole discretion of the Agency.

3.20.4 The Contractor shall notify, in writing, CPO and the purchasing Agency, in the event Equipment and/or parts are no longer available as new and removed from the market except as refurbished or reconditioned. The official notification shall contain, at a minimum, notice from the Manufacturer or the refurbishing company that the product is no longer available and the date of discontinuance. It will be the State's option to decide if this refurbished Equipment will be allowed. The Contractor will not be held responsible for delivery of items that have been properly verified as being no longer available. After the proper documentation has been received and accepted by CPO and the purchasing Agency the qualified items shall be removed/canceled as a requirement from the Contract.

3.20.5 Contractor shall ensure that no Equipment is delivered to State which has been designated as discontinued, end of sale, End Of Life, or otherwise not a currently produced and supported product by the Manufacturer.

3.20.6 The Contractor shall supply all hardware, software, Labor, system design, Telephone Technical Support, On-site Technical Support, technical training, user training, operational assistance, and materials as specifically outlined within this document for the duration of the Contract.

3.21 Delivery Requirements

3.21.1 Hardware and software shall be delivered to the destination of the designated Agency's place of installation, in full. No partial shipments will be accepted. Each shipment must include a primary and secondary point of contact name and phone number for notification of delivery and

access to the Agency facility. The State may require specific Time frames for the delivery and installation of the systems being purchased.

- 3.21.2 Orders requiring setup and installation of systems shall be F.O.B. destination (point of the installation) and shall not exceed thirty (30) calendar days from receipt of the purchase order, unless an extension has been previously approved in writing by the Agency. No partial shipments will be accepted at State Agency points of installation. This schedule shall include shipping, delivery, staging, and testing to make the system fully operational in the State environment. If Manufacturer back orders or delays in shipping are apparent or known to the Contractor the purchasing Agency-must be notified within fifteen (15) calendar days of the Contractor receiving the purchase order. Back-order items must ship to the State within sixty (60) calendar days of receipt of the purchase order, or an equivalent item be substituted with approval of the Agency in accordance with the terms and conditions of the bid.
- 3.21.3 The Contractor will be required to deliver replacement parts on-site within Three Business Days. This applies to all parts under Maintenance to ensure complete, continuous and timely service of Audiovisual Systems. Exceptions will require written prior approval by the purchasing Agency.
- 3.21.4 Specific additional delivery requirements for hardware, software, replacement hardware, replacement software, replacement repair parts or services are described in section 4.0.
- 3.21.5 Equipment delivered under this Contract must be accompanied by all necessary and/or usual industry standard software, hardware, cabling, mounting brackets, and documentation and manuals for such products, to include, patches, updates, and/or service packs as required, to integrate component parts into a totally functional network system, without additional cost to the State.

3.22 Catalog Requirements

- 3.22.1 Neither Manufacturers' nor Contractors' terms and conditions are to be included in the Catalog prepared for the State and from all supplements after award.
- 3.22.2 The Contractor will provide, within two (2) weeks after Contract Effective Date, a complete Catalog of the products that meet the requirements outlined in these specifications. This Catalog will be a combined Catalog of all bid requirement items from all represented Manufacturers' published Catalogs and contain only the Manufacturer's list price ("MSRP") to which the Contractor's bid percentages will be applied. No additional costs, such as Manufacturer required Maintenance, will be added to the MSRP in the catalog. Any additional costs the Contractor intends to charge for an item must be calculated against the item's MSRP using the Contractor's bid percentage. The Catalog will contain only the Audiovisual hardware, software, accessories, and related services, available from the Manufacturers' published Catalogs that are in compliance with the scope of this ITB. The Catalog offerings must be provided for the duration of the Contract and renewals thereof and include the most up-to-date products and services.
- 3.22.3 An example of the current Catalog named "Catalog Template Sample" (Attachment B of the Terms and Conditions) is included as an attachment in this Invitation to Bid. In this example Catalog, the Manufacturer's suggested retail price, and discount percent or discount price have been removed. This Catalog is provided for example purposes only to demonstrate the size and comprehensive nature of the required Catalog.

- 3.22.4 The Contractor shall provide product update information on contract products and services as requested by the State.
- 3.22.5 The Catalog should not contain any End of Life (EOL) products, software, or Equipment.
- 3.22.6 The Catalog offerings must be provided for the duration of the Contract and must include, the categories listed below. Detailed specifications for these categories are listed below.
- 3.22.7 The Catalog is divided into categories by Equipment type and Manufacturer.
- 3.22.7.1 Categories 1-9: Display Devices. These categories include installed projectors, projection screens, LCD/LED monitors, and interactive technology.
- 3.22.7.2 Categories 10-13: Mounts, furniture, racks, and accessories. These categories include Mounts, mounting hardware, furniture, racks, rack Equipment and accessories
- 3.22.7.3 Categories 14-17. Cabling, Hardware, Accessories, Software, and Licenses. These categories include hardware and accessories not in other categories, and software and licenses not in video conferencing or streaming video
- 3.22.7.4 Categories 18-26: Audio and Video Processing, Switching, Transport and Control. These categories include audio DSP mixers, processors, Video switchers, sources, matrix mixers, interfaces, distribution, transport, amplifiers, speakers, cabling, remote control systems and interfaces.
- 3.22.7.5 Category 27-29: Streaming Video. This category includes streaming video encoders, accessories, and streaming server software and support.
- 3.22.7.6 Categories 30-35: Videoconferencing hardware, software and accessories. These categories include videoconferencing desktop, set-top and room system endpoints, hardware, software and peripherals.
- 3.22.7.7 Category 36-38: Labor. This category includes installation Labor, programming Labor, and project management Labor.
- 3.22.7.8 Category 39: Maintenance. This category is the percentage of MSRP offered to Agencies for purchase on any Equipment and systems purchase.
- 3.22.8 In the unlikely event an item could reasonably fit into multiple OR none of these categories, CPO shall in its sole discretion decide what category is appropriate for the item for the purposes of this contract.
- 3.22.9 Prices included in the awarded published Catalog shall remain firm for one hundred eighty (180) days following the Contract Effective Date. After the initial one hundred eighty (180) days, the Contractor may update its entire Catalog up to two (2) Times per year during the course of the contract and renewals thereof. These Catalog updates are used to change Catalog item pricing and product numbers in accordance with the terms and conditions of the original bid document. However, an unlimited number of Catalog supplements to the existing Catalog may be submitted with approval from the CPO. The supplement is to be used for adding new products and services not available at the Time of award, but which fall within the scope of the original specifications.

Additionally, while price changes are only made to the Catalog up to two Times a year, CPO must be notified of MSRP decreases within fifteen (15) calendar days of a change.

3.22.10 An updated electronic Catalog in Excel format must be provided to CPO as requested.

3.22.11 Catalog updates as described above are for the purpose of keeping technology current and remain within the scope of the original services bid and therefore do not require a Contract amendment.

3.22.12 All hardware and software additions shall be new, including hardware and software identified and requested within these specifications, as well as the latest models provided by the Manufacturer in the marketplace. Remanufactured, rebuilt, reconditioned, demonstrator, used or prototype hardware and software will not be accepted.

3.22.13 The position of the State is to stay current with State-of-the-art capabilities and maintain the ability to offer its client base the latest technology. The Contractor must acknowledge any technology changes, provide a clear technical, and cost migration path to future standards-based developments, and software and hardware enhancements by the Manufacturer and by the industry in general.

3.22.14 During the Contract Term and renewals thereof, if Manufacturers' model numbers change, or hardware, software, components and/or replacement parts are discontinued, equal or better hardware and software substitutions must be supplied at the same or lesser price of the item replaced. CPO must approve the addition or substitution of hardware and/or software prior to allowing the Contractor to offer the items to the Agency.

3.22.15 Upon acceptance by the State, any addition/insertion and/or substitute item will become a Catalog item for this contract, subject to the provisions herein.

3.22.16 Pricing Requirements

3.22.16.1 All areas of the Sourcing Event that require pricing completion must be completed without the use of "n/a" or "n/c". The State cannot evaluate the meaning or value of these symbols.

3.22.16.2 Contract pricing will be a firm fixed percentage discount from the Manufacturers' Catalog quoted on the Evaluation Model, that specify a percentage be bid. The State will not be charged additional charges, fees, additional rates, etc. other than provided within this Sourcing Event. All charges invoiced shall be represented on a contract line item.

3.22.16.3 Contract line-item pricing will be a firm fixed price quoted on the line items with a unit of issue labeled as hour (hr.).

3.22.16.4 The State will not pay the Contractor for travel Time, meals, airfare, lodging or mileage (trip charges). In addition, the State will not pay the Contractor for the Time spent in route to or from State location where the Contractor is performing Authorized Work. Charges billed by the Contractor against a Contract line such as "Labor/hour" will be based on the actual amount of Time the Contractor spent performing Authorized Work at a State location and will be verifiable by a sign-off or PIC sheet that lists actual hours on site and is signed by a State Agency employee.

3.22.16.5 The State will only pay the Contractor for requested hardware, software, and services in accordance with this Contract or as an item in the approved Catalog and/or price list.

3.22.16.6 The State will not pay any additional or itemized shipping and handling costs associated with this contract. All shipping and handling costs associated with this Contract are to be included within the unit bid costs. This shall apply to shipping costs for all initial purchases, replacement hardware/software and replacement parts of failed hardware/software items, whether covered under warranty or not.

3.22.16.7 The State shall not be billed restocking fees for any standard off-the-shelf products returned to the Contractor.

3.22.16.8 Catalog Pricing

3.22.16.8.1 Percentage: All Catalog Pricing will be determined by the actual Bid Discount submitted on the Evaluation Model. This Discount Percentage will be held firm for the life of the contract.

3.22.16.8.2 Labor Max Hourly Rates will be determined by pricing submitted on the Evaluation Model. This rate will be held firm for the life of the contract.

4.0 The Current State Environment

4.1 State requires the selected Contractor to provide hardware, software, replacement hardware, software, and related components approved by the State for inclusion in the State environment. Compatibility with the State's existing call control, session management and provisioning platforms, infrastructure Devices and endpoints (codecs) is a mandatory requirement. This entire environment is based on the ITU-T H.323 and SIP (RFC3261) standards.

4.2 The Contractor must support compatible products which are fully Ethernet and 802.x or the most current version compliant. Additionally, the Ethernet interfaces on all video end-point and network hardware must support 10/100/1000 mb transport, including copper and/or fiber physical interfaces. All hardware must provide static and DHCP IP address assignment, support tagging of traffic for queuing, support the implementation of various industry- standard QoS schemes (e.g. CoS, DSCP, IP Precedence, Diffserv, etc.), and provide remote management via one of the standard access methods (e.g. Telnet, HTTP, HTTPS, FTP).

4.3 The Contractor must maintain the compatibility and adherence to functional requirements and specifications of all hardware, regardless of changes by the Manufacturer in product specifications or operational characteristics. All hardware, as delivered, must meet current Manufacturer's specifications.

4.4 The Contractor must maintain the compatibility and adherence to functional requirements and specifications of all system software as offered by the Manufacturer as the most current version. In addition, during the Term of the Contract all system software offered must migrate over Time to later, more current Manufacturer versions and upgrades. The Contractor must ensure that system software upgrades for systems and services will adhere to this requirement.

5.0 Contractor Requirements

5.1 General Contractor Requirements

- 5.1.1 Contractor shall ensure that they are properly licensed and insured as required by the Tennessee Board for Licensing Contractors and all applicable State laws and regulations for all work to be completed under this Contract.
- 5.1.2 Contractor shall be responsible for the functionality of all Equipment installed regardless of Manufacturer warranty coverage status.
- 5.1.3 Contractor shall provide all Equipment and services for State Installation Orders within the Timeframes set forth by this Contract.
- 5.1.4 Contractor shall ensure that all Work Product including all hardware, firmware, software, installation, integration, Commissioning, programming, training, and system documentation are complete, correct, and match the requested scope of work for the specific project as well as all of the State System Guidelines.
- 5.1.5 Orders placed under this Contract will not be effective, and Contractor shall not commence services hereunder, until it is approved and signed by CPO, who shall have sole discretion to approve or deny any orders placed under this contract.
- 5.1.6 For orders placed by departments or agencies other than UCC, the Contractor shall inform the purchaser that the purchase does not include design or support from the UCC team in a form and format approved by UCC.
- 5.1.7 The Catalog shall not be modified, amended, changed, or otherwise manipulated during the life of the contract.
- 5.1.8 Contractor will be responsible for the safety and functionality of all Equipment provided under the contract until the end of any Maintenance agreement period.

5.2 The State requires Contractor's bidding on this contract to provide written verification, in the form of a business letter, from each Manufacturer that the Contractor is authorized to resell, certified to install, support, repair and maintain the Manufacturer's products. The letter from each Manufacturer should be submitted to the State before work for those Equipment manufactures begin.

5.3 The Contractor shall provide the State with priority level support for all Audiovisual, streaming video and related Equipment to include hardware, software, upgrades, updates, software subscriptions (if applicable), installations, Telephone Technical Support, on-site Maintenance support, and other services as needed.

5.4 Staffing Requirements

5.4.1 Contractor must fully staff all required support staff positions for the entire duration of the contract. The required support staff must include the following minimum positions:

5.4.2 One (1) New Installation Account Manager:

5.4.2.1.1 The Account Manager shall be responsible for administrative tasks, CPO questions regarding contract compliance, billing, Catalog inquiries, Asset Tag Information documents,

Certificate of Completion documents, evaluations, and similar tasks required for the continuance of the Contract.

5.4.3 One (1) Installation Manager & Scheduler:

5.4.3.1.1 The Installation Manager & Scheduler shall be responsible for the management and deployment of Technicians, Programmers, and other specialists to respond to requests under this Contract and should have authority to resolve any install or Technician based complaints or concerns of the Agency.

5.4.4 One (1) Service Account Manager:

5.4.4.1.1 The Account Manager shall be responsible for administrative tasks, State questions regarding contract compliance, billing, EOL evaluations, and similar tasks required for the continuance of the contract.

5.4.5 One (1) Service Manager and/or Help Desk Manager:

5.4.5.1.1 The Service Manager shall be responsible for the management and deployment of Technicians, Programmers, and other specialists to respond to requests for Level Two Support, Level Three Support, and Service Calls under this contract, and should have authority to resolve any service-based complaints or concerns of State.

5.4.6 One (1) System Engineer & System Designer

5.4.6.1.1 The Systems Engineer & Systems Designer will be responsible for assisting the State team in development, validation, creation, optimization, and research for AV Systems. The Systems Engineer & Systems Designer will provide systems design packages to include wiring diagrams, elevations, installation drawings, installation procedures, installation schematics, pricing, detailed Equipment lists, and other documents required by Agency for an AV System Project. The Contractor will be responsible for the technical validity of all system designs presented to the State of Tennessee

5.4.7 Lead Installation Technicians

5.4.7.1.1 The Installation Lead Technicians shall be available for on-site New Installations and System Moves anywhere in Tennessee in the schedule Timeframes required by the contract. These Lead Technicians must each be individually capable of overseeing a project to completion.

5.4.8 Installation Technicians

5.4.8.1.1 Technicians shall be available to work with the Lead Technicians as needed to be able to complete all projects by the schedule Timeframes required by the contract.

5.4.9 Lead Service Technicians

5.4.9.1.1 The Service Lead Technicians shall be available for on-site Service Calls anywhere in Tennessee in the schedule Timeframes required by the contract. These Service Lead Technicians must each be individually capable of overseeing a project to completion.

5.4.10 Service Technicians

5.4.10.1.1 Service Technicians shall be available to work with the Service Lead Technicians as needed to be able to complete all projects by the schedule Timeframes required by the contract.

- 5.5 The staffing requirements of this Contract do not require that the staff be dedicated exclusively to work for the State of Tennessee. However, the minimum staff listed must be available for all New Installations, System Moves, and Service Calls within the Timeframes specified for this contract.
- 5.6 Contractor is required to have access to appropriate automation programmers. State historically has implemented custom projects including Crestron and AMX control systems. Contractor must be able to meet the needs of future projects requiring control programming to State specifications and system needs.
- 5.7 Contractor's personnel providing technical support services must support any and all hardware and software purchased by the State as part of AV Systems.
- 5.8 If Contractor uses SubContractors to fulfill all or part of this Contract then all Contract and State requirements regarding SubContractors must be met prior to SubContractors presence on State property.
- 5.9 Contractor is responsible for all Work Product under this Contract provided through their company, including that of SubContractors. No extensions, modifications, or exceptions will be made to any part of this Contract due to involvement of SubContractors.
- 5.10 Contractor must notify CPO of any changes in support staff, except for Technicians, within three (3) Business Days. Changes may include reduction, replacement, or increase of support staff.
- 5.11 Contractor shall inform each Agency of the relevant staff and points of contact for each individual project. Contractor shall update Agency if the relevant staff or points of contact changes for a project within three (3) days of the change.
- 5.12 Contractor employees working on State property, including remotely, must meet with all State requirements regarding background checks.
- 5.13 The Contractor must maintain service agreements with Equipment Manufacturers to ensure engineering level support of products, and timely shipment of replacement parts for the duration of the contract.
- 5.14 All Contractors must meet a list of criteria outlined in Section 3 and Section 5 of these specifications. The Contract will be awarded to the responsible and responsive Contractor with the lowest price. The lowest price is based on a percent discount off Manufacturer list prices tabulated against sample Catalog items on a combined price basis.
- 5.15 The following outlines the Contractor requirements for new projects.
- 5.15.1 Assign a Project Manager to oversee individual projects as they are developed. The State prefers to work with a single project manager per project to keep continuity throughout the lifespan of the project.
- 5.15.2 For each new project, the Contractor Sales Manager and/or Design Engineer shall schedule site visit or meeting with the Agency for project consultation.

5.15.3 The Contractor should assign a single Design Engineer to keep continuity across all State designs.

5.15.4 On all standard customer requests, the Contractor Design Engineer shall complete engineering details including Bill of Materials, Block Drawings and Statement of Work within ten (10) Business Days of site visit or meeting with Agency. The Timeline for design deliverables for large construction projects will be the exception and must be discussed agreed upon with the Agency.

5.15.5 All quotes are to be delivered to the State using the State provided quote form. See attachment C of the Terms and Conditions.

5.15.6 The Contractor shall order and receive materials on site, within thirty (30) days of receiving a Purchase Order from the State.

5.15.7 Installation, programming, documentation and end user training should be complete within the agreed upon Time, between the Agency and Contractor, of the start of onsite installation. Installation shall be complete and “turnkey” (installed in a condition ready for immediate use) in accordance with the Manufacturer’s specifications.

5.16 Hardware Delivery

5.16.1 Equipment shall be shipped to the Technician’s dispatch location.

5.16.2 Oversized items may only be shipped directly to the State location with prior written approval by Agency.

5.16.3 Technician(s) shall be on-site to receive authorized oversized item deliveries.

5.16.4 State is not responsible for Equipment shipped to site or damaged during shipment.

5.16.5 Contractor shall dispatch required Technician(s) so that they are on-site during normal business hours at State locations on the same day as any Equipment, for the Technician(s) and Equipment to both be on-site the same day.

5.16.6 Monitors and displays shall be inspected by Contractor upon receipt from Manufacturer or distributor. Any damaged Monitors should be rejected, and replacements procured.

5.16.7 No exceptions shall be made by Agency or CPO for any Contractor failure to meet expected Timeframes under this Contract due to damaged monitors or displays.

5.17 The Contractor will be required to deliver “as-built” documentation, device configurations, control system source code, operator manuals and technical documentation.

5.18 Any Change Orders to the system design must be approved by the Agency.

5.19 The Contractor must be responsible for the coordination of events surrounding the installation with a predetermined point of contact at the job site.

5.20 The Contractor shall perform complete system tests under the supervision (monitoring) of the State Agency. System tests shall be in accordance with the Contractor's technical and installation procedures. In addition, live videoconferencing sessions must be initiated to test all parameters such as

network speed, operation of peripheral Equipment, and adherence to industry standards Agency is the sole representative and authority for coordinating acceptance activities and determining full system acceptance. Contractor shall provide a sign-off sheet, known in the industry as a PIC (project installation complete), stating that the job is complete including user training, ready for cutover. Cutover shall mean the complete placement of all components into full service and the system is ready to support the applications for which it was intended. Cutover shall not take place until the end user has received and completed the required user training.

5.21 Asset Tag Information (ATI) Documents

5.21.1 Contractor shall provide Agency with detailed Asset Tag Information documents during the procurement and delivery process of a New Installation. These documents are critical to Agency being able to accept delivery of the Equipment.

5.21.2 Asset Tag Information documents shall contain the minimum following information for each piece of Equipment: Make, Model, Serial Number, IP Address, Physical Location in Room, MSRP at Time of Purchase, State purchase price, Labor cost allocated to the installation for Equipment, Total State price of Installed Equipment (State Purchase Price + Labor Cost Allocated to the Installation of Equipment).

5.22 When applicable integration shall include the installation and functional testing of an individual site's hardware and applicable software, connectivity and total system testing to ensure full operation and compliance to system purpose. All conference scenarios, to include establishing and testing both in bound and out bound point-to-point videoconference calls and/or audio conference calls, video streaming and interactivity where applicable will be a part of the integration tests.

5.23 The State requires the Contractor to provide comprehensive end-user training on all installed videoconferencing systems, Audiovisual Systems and applications provided by this Contract. Training must be provided on-site at the place of installation for all Audiovisual jobs.

5.24 Additional training beyond the initial user training may be required at future dates. Additional training hours shall be purchased at the installation rate in the Contractor Catalog Pricing. The State will not authorize payment of travel or travel Time associated with training (initial or additional). Training may be at any State location within the geographical boundaries of the State of Tennessee.

5.25 The Contractor's Technicians and/or the Contractor's subcontractor Technicians shall be certified for the Term of the Contract to perform any and all installations and repairs on the Audiovisual Equipment and systems listed within the Catalog and these specifications.

5.26 Contractor shall be responsible for providing specifications for all required and suggested infrastructure required for completion of the project including but not limited to: blocking, electrical, cabling, and network access. These specifications shall be provided for both services and materials provided by the Contractor, and those that are the Agency or general contractor responsibility.

5.27 Contractor shall work with purchasers and any other trades as necessary to resolve damage to site caused by installation or deinstallation under the scope of work. Contractor should detail any anticipated damage or needs in the Scope of Work provided to purchaser prior to purchase. Contractor shall be responsible to pay all associated fees for any damage that was not previously agreed to by the purchaser. Includes but is not limited to:

5.27.1 Repair of access holes cut for wire running or other non-permanent purposes by contractor;

5.27.2 Filling holes from removed equipment;

5.27.3 Filling screw or nail holes from removed equipment;

5.27.4 Patch and paint of any repair;

5.27.5 Installing faceplates on any open junction boxes

5.28 Contractor will provide a period of functionality coverage on Equipment for 30 days after the receipt of a signed certificate of completion on every job. This period shall be from the date of Agency signature and last 30 days after the date of the signature from the Agency. (Ex. A certificate of completion signed on May 15th would provide a period of functionality coverage until June 15th of the same year.)

5.29 Contractor will be responsible for the safety and functionality of all Equipment provided under the contract until Contractor has received a signed certificate of completion from the Agency and the Contractor will flow down any Manufacturer warranties for the Equipment to the State.

6.0 Equipment Requirements

6.1 All hardware and related components, as delivered, must meet the relevant Manufacturer's current specifications.

6.2 Contractor shall maintain the compatibility and adherence to functional requirements and specifications of all hardware as originally specified and installed

6.3 Contractor shall provide all system software as offered by the Manufacturer as the most current version. All system software shall be updated throughout the contract term to the latest version available from the Manufacturer if requested by Agency.

6.4 The Contractor shall maintain required and appropriate hardware Maintenance agreements if required by Manufacturer in order to maintain uninterrupted warranty and service.

6.5 All Equipment must be new. New shall include never previously installed, and shall not include factory refurbished, dealer samples, and or repaired components or Equipment. Any Equipment which fails prior to the end of the functionality coverage period (A.10.2) must be replaced with a new unit, repairs or refurbishment will not be accepted. All replacements shall be provided as Advanced Replacements with minimal interruption of system up Time.

6.6 All Equipment specified in any systems designs or quotations must not be End of Life. Contractor must inform State of any designed or quoted Equipment that becomes End of Life before installation. State may request and require any Equipment that becomes End of Life after quotation and before delivery to the State be changed to the appropriate updated Equipment at the sole discretion of the Agency.

6.7 State System Guidelines Requirements State provides AV System Installation and Programming Guidelines, included as Attachment D of the Terms and Conditions, that are to be used by all Contractors when installing, servicing, or moving State-owned AV Systems. These guidelines apply to new and existing AV Systems. These guidelines may be updated periodically at the sole discretion of the State to conform with the needs of the State, changes in technology, and adherence to industry best practices.

7.0 Maintenance Requirements (If Purchased)

7.0.1 Only items purchased under this contract and have opted to purchase maintenance plans will be eligible under this contract for the support and maintenance listed below.

7.1 Support Required

7.1.1 Contractor shall provide Maintenance support to include Level One, Level Two, Level Three, and Level Four technical support to all AV equipment that an agency elects to cover under maintenance.

7.1.2 Contractor is responsible for the continued operation of AV Systems and Equipment.

7.1.3 Equipment Maintenance policies and procedures under this Contract may be periodically updated by the State. Notice of updated Equipment Maintenance policies and procedures will be given to Contractor within five (5) Business Days and are considered in effect when sent to Contractor by the State.

7.2 New Installation and System Move Expected Timeframes: All references made to Time refer to local Time within the Time zone of the Agency destination and shall be a material part of that order (Central Standard Time/Daylight Savings Time or Eastern Standard Time/Daylight Savings Time).

7.2.1 Contractor shall acknowledge a new request by an Agency by onboarding the project request into the Contractors project management system within:

7.2.1.1 One (1) Business Day for any request that is a non-Maintenance replacement to repair an existing AV System.

7.2.1.2 One (1) Business Days for any request for a New Installation request.

7.2.1.3 Two (2) Business Days for any System Move request.

7.2.2 Contractor shall have a design engineer meet with the Agency to discuss the request and business use case within:

7.2.2.1 Two (2) Business Days of the acknowledgement of the request for any request that is a non-Maintenance replacement to repair an existing AV System.

7.2.2.2 Five (5) Business Days of the acknowledgement of the request for any request for a New Installation request.

7.2.2.3 Five (5) Business Days of the acknowledgement of the request for any System Move request.

7.2.3 Contractor shall schedule the initial site survey for any project within:

7.2.3.1 Two (2) Business Days of being informed of site availability by the Agency for any request that is a non-Maintenance replacement to repair an existing AV System, if Contractor elects to perform an optional site survey.

7.2.3.2 Three (3) Business Days of being informed of the site availability by the Agency for a New Installation request.

7.2.3.3 Three (3) Business Days of being informed of the site availability by the Agency for any System Move request.

7.2.4 Contractor shall perform the initial site survey for a project by within:

7.2.4.1 Three (3) Business Days of being informed of site availability by the Agency, or within Three (3) days of the beginning of the availability window provided by Agency, whichever is sooner for any request that is a non-Maintenance replacement to repair an existing AV System, if Contractor elects to perform an optional site survey.

7.2.4.2 Three (3) Business Days of being informed of site availability by the Agency, or within Three (3) days of the beginning of the availability window provided by Agency, for a New Installation request.

7.2.4.3 Three (3) Business Days of being informed of site availability by the Agency, or within Three (3) days of the beginning of the availability window provided by Agency, for any System Move request.

7.2.5 Contractor shall deliver the initial site survey notes and suggestions for a project within:

7.2.5.1 Two (2) Business Days of completion of the site survey for any request that is a non-Maintenance replacement to repair an existing AV System, if Contractor elects to perform an optional site survey.

7.2.5.2 Three (3) Business Days of completion of the site survey for a New Installation request.

7.2.5.3 Three (3) Business Days of completion of the site survey for any System Move request.

7.2.6 Contractor shall deliver the design and quotation for a project within:

7.2.6.1 Five (5) Business Days of completion of the site survey for any request that is a non-Maintenance replacement to repair an existing AV System, if Contractor elects to perform an optional site survey, or Five (5) days of the design engineer meeting if Contractor elects not to perform an optional site survey.

7.2.6.2 Ten (10) Business Days of completion of the site survey for a New Installation request.

7.2.6.3 Five (5) Business Days of completion of the site survey for any System Move request.

7.2.7 Contractor shall have Equipment delivered to Contractor and ready for installation within:

7.2.7.1 Ten (10) Business Days of delivery of Purchase Order to Contractor by Agency for any request that is a non-Maintenance replacement to repair an existing AV System.

7.2.7.2 Thirty (30) Business Days of delivery of Purchase Order to Contractor by Agency for a New Installation request.

7.2.7.3 Ten (10) Business Days of delivery of Purchase Order to Contractor by Agency for any System Move request.

7.2.8 Contractor shall deliver completed Asset Tag Information forms to the Agency within:

7.2.8.1 Twelve (12) Business Days of delivery of Purchase Order to Contractor by Agency for any request that is a non-Maintenance replacement to repair an existing AV System.

7.2.8.2 Thirty-five (35) Business Days of delivery of Purchase Order to Contractor by Agency for a New Installation request.

7.2.8.3 Twelve (12) Business Days of delivery of Purchase Order to Contractor by Agency for any System Move request.

7.2.9 Contractor shall verify site readiness within:

7.2.9.1 One (1) Business Day after Contractor receives all Equipment for installation and Agency informs contractor of site availability for any request that is a non-Maintenance replacement to repair an existing AV System.

7.2.9.2 Three (3) business days after Contractor receives all Equipment for installation and Agency informs contractor of site availability for any New Installation request.

7.2.9.3 Three (3) business days after Contractor receives all Equipment for installation and Agency informs contractor of site availability for any System Move request.

7.2.10 Contractor shall schedule the installation, Commissioning, and training within:

7.2.10.1 One (1) Business Day after Contractor receives all Equipment for installation and Contractor confirms site readiness for any request that is a non-Maintenance replacement to repair an existing AV System.

7.2.10.2 Two (2) business days after Contractor receives all Equipment for installation and Contractor confirms site readiness for any New Installation request.

7.2.10.3 Two (2) business days after Contractor receives all Equipment for installation and Agency informs contractor of site availability for any System Move request.

7.2.11 Contractor shall complete installation, configuration, programming and Commissioning of the AV System and Equipment for projects within:

7.2.11.1 Three (3) business days after Contractor receives all Equipment for installation and Contractor verifies site readiness for any request that is a non-Maintenance replacement to repair an existing VC System.

7.2.11.2 Twelve (12) business days after Contractor receives all Equipment for installation and Contractor verifies site readiness any New Installation request.

7.2.11.3 Twelve (12) business days after Contractor receives all Equipment for installation and Contractor verifies site readiness for any System Move request.

7.2.12 Contractor shall, if requested by Agency, train the appropriate State personnel in the use of the AV System and Equipment within:

7.2.12.1 Five (5) business days after Contractor receives all Equipment for installation and Contractor verifies site readiness for any request that is a non-Maintenance replacement to repair an existing VC System.

7.2.12.2 Fifteen (15) business days after Contractor receives all Equipment for installation and Contractor verifies site readiness any New Installation request.

7.2.12.3 Fifteen (15) business days after Contractor receives all Equipment for installation and Contractor verifies site readiness for any System Move request

7.2.13 Contractor shall deliver all project closeout documentation, including certificate of completion for projects within:

7.2.13.1 Five (5) Business Days after Contractor receives all Equipment for installation and Contractor verifies site readiness for any request that is a non-Maintenance replacement to repair an existing VC System.

7.2.13.2 Fifteen (15) Business Days after Contractor receives all Equipment for installation and Contractor verifies site readiness any New Installation request.

7.2.13.3 Fifteen (15) Business Days after Contractor receives all Equipment for installation and Contractor verifies site readiness for any System Move request

7.2.14 Contractor shall deliver the project invoice within:

7.2.14.1 Ten (10) Business Days after Contractor receives the project signed certificate of completion from Agency for any request that is a non-Maintenance replacement to repair an existing VC System.

7.2.14.2 Ten (10) Business Days after Contractor receives the project signed certificate of completion from the Agency for any request for a Video Conferencing Solution Package.

7.2.14.3 Ten (10) Business Days after Contractor receives the project signed certificate of completion from the Agency for any other purchase request.

7.2.15 Administrative Requests

7.2.15.1 All Administrative Requests shall be acknowledged by Contractor within one (1) Business Day of Contractor being contacted by an Agency.

7.2.15.2 All Administrative Requests shall be substantively responded to by Contractor within two (2) Business Days of Contractor being contacted by an Agency.

7.2.16 Policies and procedures may have supplemental expected Timeframes policies to address specific concerns.

7.3 Service Call Expected Timeframes

7.3.1 State may require specific Timeframes for the delivery of Equipment and Service Call requests. All references made to Time refer to local Time within the Time zone of the Agency destination (Central Standard Time/Daylight Savings Time or Eastern Standard Time/Daylight Savings Time).

7.3.2 Unless otherwise stipulated under this Contract, Contractor shall have replacement parts availability on all Manufacturer products on any covered AV Systems within three (3) days of a Service Call request.

7.3.3 Unless otherwise stipulated under this Contract, Contractor shall deliver replacement parts on-site within three (3) days of a Service Call Request.

7.3.4 This applies to all AV Systems and Equipment listed on a covered Maintenance plan.

7.3.5 Any exceptions to replacement Times in this contract requires prior written Agency approval.

7.3.6 All Administrative Requests must be acknowledged to by Contractor within one (1) Business Day of Contractor being contacted by Agency.

7.3.7 All Administrative Requests must be substantively responded to by Contractor within two (2) Business Day of Contractor being contacted by Agency.

7.3.8 All Service Call Requests must be substantively responded to by Contractor within two (2) hours of Contractor being contacted by Agency.

7.3.9 All Service Calls requiring escalation to on-site support must be scheduled to be completed within three (3) Business Days, or the soonest available date if the Agency does not have availability for Contractor to access the system for more than three (3) Business Days.

7.3.10 Monitors under Maintenance that need to be replaced shall be replaced within five (5) Business Days of the initial Service Call request.

7.3.11 Chassis based Video and/or Audio Matrix systems that need to be replaced shall be replaced within five (5) Business Days of the initial Service Call request.

7.3.12 If Equipment is required to be returned to the Manufacturer for any reason, the responding Technician is required to document in writing the part with the State and then facilitate the return. The documentation shall include at a minimum the make, model, serial number, State asset tag number, and VC System of the Equipment.

7.3.13 Contractor shall provide a Service Call Certificate of Completion to Agency which includes at a minimum the detailed analysis of the problem, resolution request, and details of any repaired or replaced AV Equipment within three (3) days of completion of an on site Service Call.

7.3.14 Policies and procedures may have supplemental expected Timeframes policies to address specific concerns.

7.4 Manufacturer Authorization & Agreements

7.4.1 Contractor shall maintain for the duration of the Contract service agreements with Equipment Manufacturers to ensure purchasing availability, Manufacturer level support of products, and shipment of replacement parts for all AV Systems.

7.5 Communication

7.5.1 Within 10 Business Days of Contract Effective Date Contractor shall provide the name, title, email addresses, and telephone numbers for the Local Service Manager and Regional Service Manager.

7.5.2 If any of the contact information provided to CPO changes during the contract period Contractor shall notify CPO in writing within 10 Business Days.

7.5.3 Contractor shall provide CPO with an email dedicated to service requests.

7.5.4 Contractor shall provide CPO with a local Nashville, TN or toll free telephone number for reporting service issues.

7.5.5 Contractor shall provide CPO an email address, telephone number, and fax number for each point of contact detailed in this Contract.

7.6 Replacement Parts Documentation: If Equipment is required to be returned to the Manufacturer for any reason, the responding Technician is required to document in writing the part with the State and then facilitate the return. The documentation shall include at a minimum the make, model, serial number, State asset tag number, and AV System of the Equipment.

7.7 Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or Manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all Equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

7.8 Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

7.9 When a new installation is complete, the Contractor will be expected to guarantee the workmanship of their installation to the end of the calendar month. This workmanship guarantee will cover the equipment, physical installation of the equipment, all mounting, terminations and on-site support/service. The workmanship guarantee period will be from the sign-off date on the PIC form to the end of the calendar month. Maintenance (if purchased) on the electronic components will begin on the 1st day of the next calendar month. Example: If an install is complete on January 15th, then the State will start paying for maintenance on all the electronic equipment on February 1st.

8.0 Bid Evaluation Model (Attachment E) to Event #32110-3004

- 8.1 The Evaluation Model is a representative sample of products required. The Contractor shall enter information as described below for all items listed on the Evaluation Model.
- 8.2 All areas of the Evaluation Model that require completion must be completed without leaving blanks, including the use of "n/a" or n/c". The use of these symbols cannot be evaluated.
- 8.3 The column marked "Discount Percent" is to represent the response to the corresponding discount percentage for all items for which a discount percentage from MSRP applies in the Sourcing Event. Only fill in the highlighted Green Cells on the Evaluation Model
- 8.4 The column marked "Discount Price" is a calculated field representing the MSRP price minus the discount proposed except for Labor pricing. For Labor pricing, please only fill in the Hourly Rate that corresponds to the Bid Factors Contractor is proposing. These fields are highlighted in Green on the Evaluation Model.
- 8.5 The Maintenance Fee Percentage is a single Bid percentage, that will be available for purchase to any Agency that wants to purchase Maintenance. This percentage will be based on total MSRP of the Equipment or systems asked to be covered and will be offered to be purchased annually for the life of the contract.
- 8.6 The Contractor shall include all costs associated with providing Priority Level Support for Telephone Technical Support and on-site Maintenance for the existing and future non-warranty State owned videoconferencing Equipment and related technologies and services in the (Maintenance Fee Percentage) bid percentage. The State will pay no additional costs for this Maintenance.
- 8.7 The Evaluation Model is used as a method by the State to calculate and determine the lowest responsive and responsible Contractor. The State of Tennessee will verify all entries on the Evaluation Model spreadsheet for correctness.
- 8.8 The quantities (products or services) shown on the Evaluation Model are the State's estimate and does not guarantee purchases of those quantities. These quantities are listed as an estimate for evaluation purposes only.