

## **SWC# 172 Facility Fire, Security, and Life Safety Systems** **Contract Information and Usage Instructions**

### **Contract Period:**

This contract runs from August 1, 2018, to July 31, 2024.

The contracts were procured through ITB Edison Event 32110-10544.

### **Summary/Background Information:**

The purpose of this constant competition contract is to provide services to the State and its Authorized Users with fire, security, and life safety systems and products and assist in keeping the facilities compliant with all applicable safety codes and regulations. This contract is open to Local Government.

The following sub-categories are covered under this contract:

**Fire Alarm Proprietary**- Full Service: inspection, testing, maintenance, and repairs

Limited Service: inspection and testing only

**Fire Alarm Non-Proprietary**- installation, inspection, testing, maintenance, and repairs

**Sprinkler**- installation, inspection, testing, maintenance, and repairs

**Suppression**- installation, inspection, testing, maintenance, and repairs

**Kitchen Hoods**- installation, inspection, testing, maintenance, and repairs

**Security**- installation, inspection, testing, maintenance, and repairs

**Monitoring Services**- installation, inspection, testing, maintenance, and repairs

**Surveillance**- installation, inspection, testing, maintenance, and repairs

**Fire Extinguishers**- new purchase, recharge, inspection, testing, maintenance, and repairs

### **State Contract Administrator:**

Lauryen Harris

Category Specialist

Central Procurement Office

(615) 361-4868

Lauryen.Harris@tn.gov

**Contractor Contact Information:**

**Convergint Technologies LLC**

Edison Contract #: 59493

John Latreille (**East TN**)

931-384-01653

john.latreille@convergint.com

Greg Thompson (**Middle TN**)

615-739-0741

Greg.thompson@convergint.com

Steven Cooper (**West TN**)

901-486-7518

Steven.cooper@convergint.com

Celeste Hurt (**Statewide Service Requests**)

615-864-9889

Celeste.hurt@convergint.com

**Gallaher & Associates**

Edison Contract Number: 59497

Kyle Wells (Project-Operations Manager Nashville)

877-656-7233 (Work)/ 615-964-0172 (Cell)

kwells@gallahersafe.com

**Grose Fire Protection Inc.**

Edison Contract Number: 59498

Cody Grose (General Manager)

901-424-8991

cody.grosecfire@hotmail.com

**International Equipment Company, Inc.**

Edison Contract Number: 59501

Greg Russell (Operations Manager)

423-267-6611

grussell@int-equip.com

**Johnson Control Holdings LLC.**

Edison Contract Number: NV59509

Cory Sheeks (Service Sales Manager)

615-495-8676

cory.sheeks@jci.com

**South Western Communications, Inc.**

Edison Contract Number: NV59487  
Sandi Scott (Account Executive)  
615-445-9887  
sandi.scott@swc.net

**State Systems Inc.**

Edison Contract Number: 59505  
Tony Mallini  
615-974-8153  
tmallini@statesystemsinc.com

**Emergency Call Procedures:**

The Authorized User shall select a Contractor from the Qualified Contractors List in its county, certified to service its manufactured system to respond to a critical situation. The critical situation is defined as an "emergency" by the Authorized User. The cost of repair may be unknown, and the job must be resolved immediately. In the event an Authorized User has an emergency situation, they are not required to follow the Not to Exceed Estimate guidelines set in the contract Specifications Section G.2. It is up to the discretion of the Authorized User to seek multiple Not to Exceed Estimates if it is in their best interest.

In the event that the first Contractor selected is unavailable to perform the work, is unreachable after fifteen (15) minutes of initial contact, unable to be on-site within two (2) hours, or fails to respond telephonically within fifteen (15) minutes, the Authorized User can proceed to another Contractor from the Qualified Contractors List, allowing them the same time parameters to respond telephonically and appear on-site. This step shall be repeated until a Contractor responds to the request and can be on-site within two (2) hours.

In situations where there are no Contractors identified on the Qualified Contractors List available and certified to service the Authorized User's manufactured system in the Authorized User's county, the Authorized User may contact Contractors on the Qualified Contractors List from other counties or non-contract suppliers.

Emergency contact numbers can be found on the Qualified Contractors List under the Contractors Contact Tab. Click link to access SWC 172- Qualified Contractors List Spreadsheet: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/state-agencies-/statewide-contract-instruction--swc-.html>

**Usage Instructions:**

All jobs shall be awarded based on constant competition among Contractors on the Qualified Contractors List for the counties and manufacturer system(s) they are certified to service. The Authorized User will send the job scope to all qualified Contractors in their county with a deadline to submit their Not to Exceed Estimate. If there are no qualified Contractors in the Authorized User's county, the Authorized User shall solicit Not to Exceed Estimates from Contractors on the Qualifying Contractors List from neighboring counties before soliciting non-contracted suppliers. The Authorized User shall contact the Contract Administrator for CPO approval prior to awarding to a non-contracted supplier.

- Not to Exceed Estimates must be provided *free of charge* to the Authorized User. The Contractor may not charge for any time on-site or travel costs associated with putting together and providing a Not to Exceed Estimate.
- The Authorized User may accept a verbal field Not to Exceed Estimate and must receive a written Not to Exceed Estimate.
- The Contractor shall utilize the State's template ("Attachment A "Pricing Template") to provide a written Not to Exceed Estimate.
- Not to Exceed Estimates must be broken down according to the commodity line item ID on the contract.
- The Contractor shall perform the services as described in the Not to Exceed Estimate, upon request from the Authorized User.
- Not to Exceed Estimates shall be provided to the Authorized User no later than five (5) business days after the initial request is made by the Authorized User unless otherwise specified by the Authorized User.
- The Authorized User shall award to the Contractor providing the lowest Not to Exceed Estimate and meeting specifications unless written approval is provided by the CPO Contract Administrator to utilize another Contractor.
- Once the Authorized User has accepted a Not to Exceed Estimate for a job, authorized the work, and issued a purchase order, the Contractor shall coordinate completion of the job with the Authorized User. Upon acceptance and authorization of the work, the Authorized User will notify all responders to the job scope's constant competition of the awarded Contractor and total price.

- Usage of Specialized Equipment must be contemplated in the Not to Exceed Estimate for the job and cannot be added as an additional charge at a later date without prior written approval from the Authorized User.
- If Specialized Equipment is used to run diagnostic testing on the Authorized User's system to determine its course of action and provide a Not to Exceed Estimate, Contractors on the Qualified Contractors List may submit an invoice for its trip charge only. Contractor must receive prior written approval from the Authorized User to utilize Specialized Equipment.

## **Payment & Performance Bonds:**

### **Payment Bonds**

The payment bond will be in an amount equal to twenty-five percent (25%) of the job price on all jobs in excess of fifty thousand dollars (\$50,000.00).

1. State Agency/Authorized User receives quotes over \$50,000.00 for a project under SWC 172.
  - Note: If the Authorized User anticipates quotes over \$50,000.00, please include a reference to (insert applicable term reference) when the quote request is sent, to remind the supplier(s) of this requirement.
2. "Awarded" supplier is identified with the lowest quote.
3. State Agency/Authorized User requests the performance bond per Terms and Conditions section 8.11. The initial bond can be sent via email as a PDF. Please see Attachment E.
4. State Agency/Authorized User emails the PDF bond to the SWC Administrator for verification. The SWC Administrator may ask the supplier for changes based on the CPO Risk Manager's review. Once deemed compliant with the terms and conditions, the SWC Administrator will request the hard copy bond be mailed to CPO.

### **Performance Bonds**

The performance bond shall be in an amount equal to one hundred percent (100%) of job price on all jobs in excess of fifty thousand dollars (\$50,000.00).

1. State Agency/Authorized User receives quotes over \$50,000.00 for a project under SWC 172.
  - Note: If the Authorized User anticipates quotes over \$50,000.00, please include a reference to (insert applicable term reference) when the quote request is sent, to remind the supplier(s) of this requirement.
2. "Awarded" supplier is identified with the lowest quote.
3. State Agency/Authorized User requests the performance bond per Terms and Conditions section 8.12. The initial bond can be sent via email as a PDF. Please see Attachment D.

4. State Agency/Authorized User emails the PDF bond to the SWC Administrator for verification. The SWC Administrator may ask the supplier for changes based on the CPO Risk Manager's review. Once deemed compliant with the terms and conditions, the SWC Administrator will request the hard copy bond be mailed to CPO.

**NOTE:** Once a job exceeds \$50,000, **BOTH** payment and performance bonds are required.

**Requisition and Purchase Order Generation:**

For information on how to create a requisition and/or purchase order please reference the CPO Job Aids on the following page: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>

**Billing and Payment Instructions:**

FOB Destination; Net 45 Payments

The repair cost cannot exceed the Not to Exceed Estimate without justification from the Contractor and prior written approval from Authorized User. If the repair cost is lower than the amount quoted, the Contractor may only charge the Authorized User for the cost of the repair.

**NOTE:** the invoice shall reflect the actual time worked on-site, as verified by the Job Log, which may be less than that of the estimated amount of hours. **NOTE:** if the Contractor has to work over the estimated amount of hours to complete the job, the Contractor will need to get prior written approval from the Authorized User.

Trip charges for Knox, Hamilton, Davidson and Shelby Counties are **not allowed** under this contract.

**Asset and Inventory Management:**

New equipment may require asset approval and processing.

**Miscellaneous Information:**

If you have any questions about this contract and the products and services covered please contact the Contract Administrator listed on the first page of this document.