

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

Contract Period:

This is a three (3) year contract term running from August 1, 2018 to July 31, 2021, with two (2) 1-year renewal options. 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.

To identify the Contractor(s) awarded for each county and sub-category listed below, click on the link: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/state-agencies-/statewide-contract-instruction--swc-.html>

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 Service:	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:

Jessica Starling
Category Specialist
Central Procurement Office
(615) 532-0352
Jessica.Starling@tn.gov

Contractor Contact Information:

ACT Security Inc.

Edison Contract Number: 59487
Supplier Number: 0000001181
Chuck Williams
(615) 333-6300 Ext. 109
cwilliams@actsecurity.net

Fire Life Safety America

Edison Contract Number: 59500
Supplier Number: 0000218787
Jennifer Short
(615) 866-6537
jrshort@flsamerica.com

Grose Fire Protection

Edison Contract Number: 59498
Supplier Number: 0000080598
Cody Grose
(901) 594-5555
cody.grosecfire@hotmail.com

International Systems of America

Edison Contract Number: 59503
Supplier Number: 0000080598
Bruce Marshall
(615) 207-3383
bmarshall@isa-net.com

Tyco Fire & Security US Management Inc dba Johnson Controls Fire Protection LP

Edison Contract Number: 59509
Supplier Number: 0000192040
Frances Hall
(865) 201-7034
frances.hall@jci.com

Convergint Technologies LLC

Edison Contract Number 59493
Supplier Number: 0000022153
Melissa Bulluck
(804) 640-1423
melissa.bulluck@convergint.com

Gallaher & Associates

Edison Contract Number: 59497
Supplier Number: 0000000967
Jackie McCord
(865) 970-2471 Ext. 1139
jmccord@gallahersafe.com

International Equipment Company

Edison Contract Number: 59501
Supplier Number: 0000000909
Greg Russell
(423) 593-0197
grussell@int-equip.com

State Systems Inc.

Edison Contract Number: 59505
Supplier Number: 0000001074
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's 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.

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>

The "Constant Compete" line items on the Contract allow End Users to adjust the price on their individual Requisition/PO due to the variability in pricing across the State for each Qualified Contractor. Only pricing for the "Constant Compete" line items may be changed

on the Requisition/PO, all other lines are set rates.

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 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.