

**Wicomico County Purchasing Department
125 N. Division Street, Room B-3
Salisbury, Maryland 21801**



INVITATION FOR BID

PROJECT: DETENTION CENTER INTERCOM SYSTEM UPGRADE

DEPARTMENT: DEPARTMENT OF CORRECTION

VENDOR:

NAME: _____

ADDRESS: _____

BID OPENING:

DATE: Tuesday, October 17, 2017

TIME: 2:00PM

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SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Wicomico County (“County”) to contract for the upgrade of the Wicomico County Department of Corrections Intercom System throughout the facility in conformity with the requirements contained herein (“Bid Document(s”).

B. CLARIFICATION OF TERMS

1. Professional firms or individuals that submit a bid for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to Wicomico County Purchasing at purchasing@wicomicocounty.org.
2. The last date to submit questions for clarification will be **noon on Monday, October 9, 2017**.
3. Addenda are posted on the County website at www.wicomicocounty.org under Government: Departments: Purchasing: at www.wicomicocounty.org/bids.aspx at least five (5) calendar days before bid opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One (1) unbound original and two (2) bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Bid Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
8. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the

Wicomico County Purchasing Department and will be identified with the project name: **DETENTION CENTER INTERCOM SYSTM E UPGRADE** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.

2. Bids must be mailed or hand carried to Wicomico County Purchasing Department, 125 N. Division Street, Government Office Building, Room B-3, Salisbury, MD 21801, in order to be received in the office of the Purchasing Agent **prior** to the announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid in person please keep in mind to allow time to sign-in at the security station in the lobby. It is fully the responsibility of the Vendor to insure that the bid is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
8. **MINORITY VENDORS ARE ENCOURAGED TO PARTICIPATE.**
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty (60) days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

F. OPENING OF BIDS

1. Bid Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Bid Documents will be rejected within sixty (60) days from the date of the Bid Document opening.

G. ACCEPTANCE OR REJECTION OF BIDS

1. Unless otherwise specified, the Contract will be awarded to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Bid Documents, provided the Bid price is reasonable, does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's RESPONSIBILITY, the County may consider the following qualifications, in addition to price:

- a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.
 - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's RESPONSIVENESS, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
 5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .
2. Wicomico County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the bid being rejected.
3. All Vendors who wish to bid on County projects and contracts need to register as a bidder at www.wicomicocounty.org/list.aspx?Mode=Subscribe#bids by checking off the categories for which you wish to be informed of future bids.

I. DESCRIPTIVE LITERATURE

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.

2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

J. NOTICE TO VENDORS

1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

1. Wicomico County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION

A. ECONOMY OF BID

1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Wicomico County is subject to the Maryland Public Information Act and may be required to release bid submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen (14) calendar days of receipt of the Contract.
2. Bid Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF BID

1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract (“Cause”), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen (15) calendar days (“Cure Period”) after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Executive or Council has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor Wicomico County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their bid.
3. Successful Vendors cannot use the County tax exemption to buy materials or products used on County projects.

J. CONTRACT CHANGES

1. NO CLAIMS may be made by anyone that the scope of the project or that the Vendor’s Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) UNLESS such changes or adjustments have been

made by an approved WRITTEN AMENDMENT (Change Order) to the Contract signed by the Purchasing Agent (and the County Council, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.

2. NO ORAL conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Purchasing Agent (with County Council approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. ADDENDUM

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Wicomico County's Purchasing Agent and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Purchasing Agent to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Bid Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
3. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact the Wicomico County's Purchasing Agent during normal business hours.
5. The Wicomico County Purchasing Agent reserves the right to postpone the Bid Document opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.
2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or bid form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten (10) calendar days of bid award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. BID EVALUATION

1. If some characteristic of the bid requires that the bid must be reviewed by the County Council, the award can be expected within 30 calendar days.
2. Bid tabulations will be posted on the County website at www.wicomicocounty.org/bids.aspx and click on the box Show Closed/Awarded/Cancelled Bids and find the bid tabulation for the bid you are interested in. Bid tabulations will be posted as soon as reasonably possible after the Bid opening.

END OF SECTION

SECTION III: GENERAL CONDITIONS

A. DRAWINGS AND SPECIFICATIONS

1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

B. MATERIALS, SERVICES AND FACILITIES

1. It is understood that, except as otherwise specifically stated in the Bid Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

C. INSPECTION AND TESTING

1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standard, as required and defined in the Bid Documents.
2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

D. APPROVAL OF SUBSTITUTION OF MATERIALS

1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

E. PROTECTION OF WORK, PROPERTY AND PERSONS

1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as require by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Bid Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

G. LICENSES AND PERMITS

1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

H. SUPERVISION

1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions of any directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the County or its representative does not relieve the Successful Vendor of responsibility for defective work executed under the direct control of the Successful Vendor. Responsibility for defective work rests upon the Successful Vendor, whether discovered by the County prior to final payment or subsequent thereto.

I. CLEAN UP

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

J. CHANGES IN WORK

1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
3. The value of any such extra work or change shall be determined in one or more of the following ways:
 - a. By estimate and acceptance of lump sum.
 - b. By unit prices named in the contract or subsequently agreed upon.

K. TIME FOR COMPLETION

1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section V of this Bid Document.
2. The Successful Vendor will be allowed to work eight (8) hours per day, Monday through Friday, except for holidays, 52 weeks per year.
3. The Successful Vendor will not be permitted to work on holidays observed by Wicomico County or the State of Maryland or on Sundays unless otherwise authorized in writing.
4. In case of an emergency which may require that work be done on Saturdays, Sundays, and Holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bonafide, permission may be granted to the Successful Vendor to work such hours as may be necessary. Also if in the opinion of the County a bonafide emergency exists, the Successful Vendor may be directed to work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.
5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight (8) hours per day.

L. PENALTY

1. If the Successful Vendor shall fail to start and complete the project within the time frame stated above, the County shall assess a penalty of \$200.00 per calendar day for each and every day the Successful Vendor fails to complete the contract.

2. The designated County project manager reserves the option to extend the scheduled completion date or waive this penalty clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

M. CORRECTION OF WORK

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Bid Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Bid Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
2. Failure of Wicomico County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

O. BID BOND

1. Bid Documents must be accompanied by a Bid Bond payable to the County for five (5%) percent of the total amount of the bid. After the analysis of the Bid Documents the County will return Bid Bonds to all Vendors except the three (3) lowest Responsive and Responsible Vendors. After execution of the Contract, and receipt, execution, and approval of the Successful Vendor's Payment and Performance bond, the Bid Bonds will be returned. A certified check may be used in lieu of a Bid Bond.
2. The County, at its discretion, may consider a Vendor in default if the Vendor fails to execute the Contract, in which the County will retain said Bid Bond.

P. PERFORMANCE AND PAYMENT BONDS

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
2. The Successful Vendor will within fourteen (14) calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Bid Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Bid Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state

in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland OR IS REMOVED FROM THE LIST OF SURETY COMPANIES ACCEPTED ON FEDERAL BONDS, Successful Vendor will within ten (10) calendar days after notice from the County TO DO SO, SUBSTITUTE AN ACCEPTABLE Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

Q. GUARANTEE

1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
3. Upon completion of work, and before final payment or release of retainage, submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

END OF SECTION

SECTION IV: PROJECT SPECIFIC REQUIREMENTS

FACILITY SECURITY

To maintain security, the County reserves the right to observe Contractor's operations and inspect their work-site at any and all times. The Contractor agrees to abide by any and all of the County's rules and regulations, procedures and general orders.

Security and Removal of Individuals: The County shall have the right, through its designees, to order the immediate removal of any Contractor or Sub-Contractor's employees from a job site or sites for just cause including, but not limited to, security, disorderly behavior, intoxication, violation of a law or rule, unsafe behavior or for emergency public safety reasons. The County shall provide notice to the Contractor regarding the reason or reasons for such removal within 24 hours of such removal. The removed employee shall not be permitted to return to the site or sites without written approval of the County. To remove an employee for any other reason, the County shall consult with the Contractors Manager to attempt to reach a mutual agreement regarding that employee.

Criminal Background Check. Due to the sensitive nature of the location of these projects, Wicomico County requires that all employees of the Successful Vendor pass a criminal background check prior to working at any of the County facilities. Prior to commencing any work, the Successful Vendor shall submit to the County a list of all employees it proposes to use in providing the services under the contract. In addition, each successful bidder shall provide the County with a criminal background check of all said named employees. Wicomico County reserves the right to approve/disapprove of any of the proposed Successful Vendor's employees. No employee of a Successful Vendor shall work at any County facility until such time as the Successful Vendor has submitted the name and a criminal background check to the County and the County has approved the employee.

PLANNED PROJECT SCHEDULE

Each vendor must submit detailed plans stating how they intend to perform the services required, a cut over plan and identify a potential schedule (including milestones, estimated timetable, and charges for the project). Refer to the Progress and Completion section listed below.

CONFORMANCE TO SPECIFICATIONS. The Successful Vendor, by entering into a contract with the County, warrants and represents that all materials or equipment delivered to the County pursuant to the contract conforms to all of the specifications contained or referred to herein, and further guarantees to replace all materials or equipment which may be rejected by the County due to defective materials or workmanship. The County may make such investigations as it deems necessary to determine the ability of the Contractor to perform the work specified in these documents, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The low bidder must supply the names and addresses of major material suppliers and subcontractors when required to do so by the County. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Contract, or that the equipment and materials proposed are not satisfactory.

The Contractor must be prepared to demonstrate that equipment and materials are in conformance with bid specifications, on request by the County, after the opening of the bids.

PROGRESS AND COMPLETION

Progress of the project is to be reported to Wicomico County project manager by the Contractors Project Manager, weekly conference call or meetings. Completion is the stage in the progress of the work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can utilize the system(s) for its intended use. The proposed final completion shall be ninety (90) calendar days from the Notice to Proceed. This will include the completion of punch-list items and any bugs or issues.

TOBACCO, ALCOHOL, AND ILLEGAL DRUG POLICY

Owner is Tobacco Free in buildings. All employees of the successful Bidder and any subcontractors will be held to this regulation. Possession and/or use of alcohol or illegal drugs are prohibited on the property of the Owner. The Owner's published rules regarding this matter shall apply to all workers related to this project and are available upon request. There is a designated exterior area for smokers.

DRESS ATTIRE FOR ON-SITE WORKERS

Individuals entering the Jail will be required to adhere to the applicable facility Dress Code Policy of business industries appropriate dress. Individuals not meeting the dress Code requirements will not be admitted to the Jail until such a time that dress can be altered to meet policy requirements.

TOOLS FOR ON-SITE WORKERS

Individuals entering the Jail, and all other secured County facilities, will be required to strictly adhere to the applicable facility rules and provide an itemized tool list. The Contractor shall supply a lockable job box to be left on site in secure storage provided by the County. Contractor shall inventory job site tools at the beginning and end of each shift to ensure no tools are missing or left behind on the site.

ACCESS TO THE FACILITY

To enter the Jail all personnel will be required to remove shoes, belt, and jewelry to pass through a metal detector test. A hand-held wand may also be used by Jail personnel. Clothed body searches may be conducted at random by Jail Personnel.

PROPERTY ALLOWED ON-SITE

The following items will not be allowed inside the Jail and should be secured in vehicles (this list may not be totally inclusive): Cellular telephones; two -way radios; pocket knives box cutters, etc.; purses, pouches, brief cases, backpacks, etc. (exceptions may be made for items necessary to complete necessary work to complete the contract).

ID FOR ON-SITE WORKERS

A valid state or federally issued pictured ID is required for admittance to the facility. The County will issue badges to the Contractors after background checks and PREA compliance is completed.

POSSESSION OF FIREARMS ON COUNTY PREMISES

Unless specifically required by the terms of this contract, no provider of services pursuant to this contract, including but not limited to employees, agents or subcontractors of the (Vendor or Contractor, depending upon which term is used) shall carry or possess a firearm on county premises or while acting on behalf of Wicomico County pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the county under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract²⁶.

CONTRABAND

If contractor is found to have delivered contraband to a County inmate, the contractor will be prosecuted to the fullest extent of the law.

CONTRACTOR ON-SITE SAFETY AND PROCESS TRAINING

Employees of the Contractor who will be on-site shall go thru County training session to learn about Jail onsite workplace rules, regulations and jail processes. Training may include, but is not limited to: Contraband Control, handling of Materials, handling of waste materials, Interactions with staff, interaction with inmates and how to respond to jail emergencies.

PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE

Contractor and sub-contractor personnel working in the jail must comply with all applicable provisions of PREA. Contractor and sub-contractor personnel working in the jail will receive training from jail staff on PREA and sign off acknowledging said training.

ORDINANCES AND REGULATIONS. The Successful Vendor shall comply with all Federal, State and local laws, together with all ordinances and regulations applicable to the work. He shall procure all licenses, permits, or other rights necessary for the fulfillment of his obligation under this Document at his sole expense. Failure to meet the requirements of the above shall be a substantial breach of the agreement and will be cause for cancellation of this contract.

COSTS NOT PROVIDED FOR. No claim for services or supplies furnished by the successful bidder not specifically provided for in this bid and subsequent contract will be honored by the County.

OWNER'S RIGHT TO CARRY OUT WORK. If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to any other remedy it may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

NON-DISCLOSURE AGREEMENT (NDA)

The Contractor shall be required to sign an NDA at the pre-bid meeting to receive the floor plans and existing as-built documentation in paper form. Electronic files will be made available to the Successful Vendor.

Submittal Requirements

Proposers shall provide three complete bids (1 original and 2 copies). Bids shall be in neat as detailed below. All documents shall be 8.5" x 11" when possible. Folded 11" x 17" drawings, connectivity diagrams or Gantt charts are acceptable. Each binder shall also include a USB drive or CD-Rom with PDF sheets of the entire bid.

Bids shall be submitted by tab number as instructed below. The Respondent agrees and shall comply with all provisions and specifications as stated in this IFB unless otherwise stated in the Exceptions section of this IFB. Any additional cost or factors to meet a specification or requirement must be noted in the Exceptions section. Failure to respond to these requirements may result in the bid being considered non-responsive.

Bid Bond

Proof of Required Insurance

Tab 1 – Minimum Criteria

1. Cover letter – with base and alternate prices, any special conditions, and signature
2. Bid Form and supporting documentation
 - a. A brief profile of the firm, including a brief history of the business and an organizational structure of business
3. The overall qualifications of the firm to provide the services requested
4. Detailed information and resume on proposed project manager for the project.
5. Certifications and/or letter from Intercom manufacturer(s) that the firm is an authorized installer and maintenance provider.

Tab 2 – Executive Summary/Overview

1. Written summary of the understanding of the scope of work to be performed
2. Technical summary of the system proposed, including details about any alternate bids over and above the base requirements listed herein.
3. Detailed proposed project schedule
4. Detailed cut-over or upgrade plan that details expected system downtime, proposed methods, previous cut-over/upgrade experience and proposed installation methodology.

Tab 3 – Detailed Cost Worksheet (BOM) for each system:

1. Intercom/Public Address
2. Structured Cabling

Tab 4 – System Specifications and Diagrams

1. Product/System Brochures and Specifications
2. Sales brochures and product specifications for each major system and component in this section in the following order: Intercom System/Public Address System & Cabling Infrastructure

Tab 5 – Acceptance Testing Methodology

Tab 6 – Software integration with sub-systems

Tab 7 – Respondent and Subcontractor Qualifications

Tab 8 – Exceptions and Clarifications

Tab 9 – Detailed warranty and support offerings and processes. 1-year warranty and support services as detailed in Section 27 00 00 shall be included in base costs. Years 2, 3, 4 and 5 shall be included in unit pricing sections since those costs will be covered by annual operational budgets.

Tab 10 – Detail on what Owner IT Department precise tasks and responsibilities will be required to fulfill the requirements of this IFB.

EXCEPTIONS TO THE IFB

Respondents may find instances where they must take exception with certain requirements or specifications of the IFB. All exceptions shall be clearly identified in the Exceptions section, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions.

ALTERNATE BIDS

We are not excepting alternative products in lieu of what is on the BOM sheet, Respondents may add items to offer a complete turn-key for their system.

PRODUCT EXPERIENCE

The Respondent has a minimum of five years of experience and has with their staff employees, previously, installed, configured and serviced all products and components quoted.

SUBCONTRACTORS

If Proposer plans to use subcontractors, they must be identified under the References tab of your Response

AFTER HOURS COST

All cutovers shall take place during normal business hours (at a time to be determined). If after hours will be needed, an optional costs shall be included in the optional price presented in the IFB response.

THIRD PARTY ACQUISITION OF SOFTWARE

The Contractor shall notify the County in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall

obtain for the County's benefit and deliver thereto the assignee's agreement to fully honor the terms of the contract.

CONTRACTOR

A. For any items/systems/alternates accepted by the County and made part of the contract, the contractor shall provide a turnkey solution including but not limited to delivery, installation, configuration, database collection, database entry, testing, training, cutover, and post cutover support.

B. Contractor and/or its subcontractors are fully authorized/certified to supply, upgrade, install, configure, provide warranty service, and troubleshoot/support the proposed equipment.

C. The Contractor shall provide manufacturer trained and certified personnel who specialize in deployment of all items/systems/alternates included in this project.

D. The personnel listed in the bid shall be the personnel assigned to this project. If changes are required, the Contractor shall gain written approval from the County's project manager prior to assignment of substitutes.

PROJECT MANAGER

A. The Contractor shall appoint a single local (within 50 miles of project site) project manager who shall be the main point of contact regarding the project for the County. The project manager is responsible for the following:

1. Developing a project schedule that identifies in detail the exact tasks and timelines that the County, Contractor, must perform and/or be responsible for in order to accomplish the delivery, installation, and cutover of the system.
2. Guaranteeing the work and performance of all employees and subcontractors who have been hired by the Contractor.
3. Coordination of all sub-contractor work and schedules.
4. Verifying all equipment and device locations with the County's project manager and/or Consultant prior to installation.
5. Completing and submitting all required documentation.
6. Attending all project coordination and/or construction meetings as required by the County, plus chairing a weekly project status meeting throughout the duration of the project.
7. Maintaining the project status meeting minutes and distributing them to all participants within two days following the meeting.
8. Informing the County of all unexpected conditions and problems that may result in delay or expense. The Contractor must report issues immediately upon discovery and must provide the County with the option(s) for resolving them.
9. Detailed scheduling and coordination of all system and sub-system cutovers.
10. Scheduling of all training sessions.
11. Coordinating LAN and connectivity work with County IT representative.

B. If the Contractor seeks to change the project manager during the course of the project, such change is subject to prior written approval from the County.

C. The County reserves the right to request a new project manager during the course of the project if the project manager does not perform to the County's satisfaction.

SERVICE AFTER INSTALLATION

A. How many service personnel trained in maintaining the proposed systems does Respondent employ in the County’s area? Please indicate location closest to the County.

- 1. Trained Service Personnel: _____
- 2. Location: _____
- 3. Ratio of Installed Lines to Certified Techs: _____

B. Provide the address of Respondent’s service center(s) closest to the County:

- 1. Company _____
- 2. Address _____
- 3. Telephone Number _____

C. Who shall maintain parts inventory? At what location?

- 1. Company _____
- 2. Address _____
- 3. Telephone Number _____

D. What critical component parts are kept in stock at this location?

E. What is your guaranteed remote response time for an emergency?

F. What is your guaranteed on-site response time for an emergency for the following locations?

QUALIFICATION AND REQUIREMENTS

A. If more than one (1) company is involved in the installation, training, and/or support after installation, there must be a Prime Contractor. This Prime Contractor assumes responsibility for all other entities involved.

List Prime Contractor here: _____

B. The response shall include a statement from all involved Respondents agreeing that the configuration shall work as specified and that all Respondents shall work under the Prime Contractor to resolve any configuration or interoperability problems during the installation process at no additional cost to the County. Write statement below.

EXPERIENCE AND EXISTING CUSTOMERS

How many similar systems has the Respondent sold/installed?

- A. In the area (75 miles of Wicomico County, MD): _____
- B. Statewide: _____
- C. Nationwide: _____

REFERENCES

All prospective Respondents must provide a minimum of three installation and three maintenance references using the reference format provided below. The references must be similar in scope and size to the County’s project and must demonstrate the following:

- A. At minimum, one of the three references must have at least 150 beds.

B. References must demonstrate that the Respondent has extensive knowledge of all equipment proposed and has at least one (1) year of experience with the same system(s) in the same environment.

C. References will be contacted – please verify information before submitting. Use the format below for all references. All references may be called. Please inform your contacts that a 10- to 15- minute call may be anticipated.

Each reference shall include:

Organization Name _____
Address _____
Type of Business _____
Contact Person _____
Telephone Number _____
Fax Number _____
Dates of Installation _____
Description of System _____
Number of Lines/Ports/Jacks _____
Number of Networked Locations _____

D. Subcontractors/Partners

1. The applicable terms and provisions of the contract documents shall bind every subcontractor. Further information about subcontractors may be requested prior to award.
2. Identify all subcontractors or partners used for any purposes. Failure to disclose subcontractors/partners may lead to disqualification. Include separate sheet(s) labeled “Subcontractors/Partners,” if necessary.

Business Name Years Exp. Function

Business Name	Years Exp.	Function
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

E. References for Subcontractors/Partners

Include below three (3) references for EACH subcontractor. (Duplicate this page if needed for multiple subcontractors.) Again, preference shall be given to Respondents with references for implementations at organizations most similar to the client.

Subcontractor References will be contacted – please verify information before submitting.

Utilize the format below for all subcontractor references. All references will be called. Please inform your contacts that a 10- to 15-minute call may be anticipated.

Subcontractor Reference Format

Organization Name _____
Address _____

Type of Business _____
Contact Person _____
Telephone Number _____
Fax Number _____

Dates of Installation _____

Description of System _____

Number of Lines/Ports/Jacks _____

Number of Networked Locations _____

Describe past experience between prime and subcontractor _____

END OF SECTION

SECTION V: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors to contract for the upgrade of the Wicomico County Department of Corrections Intercom System throughout the facility in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

1. Pricing must include all labor, delivery, materials, tools, and equipment to perform Work.
2. Pricing will not change during the Contract Period.

C. SUMMARY

1. The system is designed and specified by Valcom / Telcom Data to the county guidelines. There will be no approved equals to the type of intercom system.
2. Attached is a copy of the list of Valcom / Telcom Data equipment to be included in the bid along with the county's cost of the equipment.
3. The system must be compatible with the Mitel MiVoice 250.
4. The blocks will connect back to central control via a fiber switch
5. All the speakers will be replaced throughout the whole facility where equipment is currently located. The existing speakers are 24V AC. Surface mounted lollipop type (7), each cell pod will have an annunciator speaker (15) and non-annunciator speaker (15)
6. There will be new intercom stations added to the outside visitation door which must be weatherproof and the station will talk to the visitation desk and central control.
7. There will be new intercom stations added to the attorney client rooms and the station will talk to the visitation desk and central control.
8. There will be new intercom stations added to the outside pedestrian gate at central booking which must be weatherproof and the station will talk to the central booking and central control.
9. There will be new intercom stations added to the main mail room entrance and the station will talk to the mailroom and central control.
10. The system shall have a two (2) year parts and labor warranty.

D. ATTACHMENTS

1. Exhibit B – Security Clearance Form
2. Detailed Cost Worksheet (BOM) for each system: (please disregard the comment stating, “Price excludes tax shipping, handling – includes 5-yr factory warranty. FOB – Pawtucket, RI”. Pricing shall include all shipping and handling. The County is exempt from paying tax.
 - a. Intercom/Public Address
 - b. Structured Cabling

E. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.
2. All Work must be completed within ninety (90) calendar days from Notice to Proceed.

F. PRE-BID CONFERENCE

1. A Pre-Bid meeting will be held at the Wicomico County Detention Center, located at 411 Naylor Mill Rd., Salisbury, MD 21801 on Wednesday, October 4, 2017 at 11:00AM.
2. **Please RSVP to nrice@wicomicounty.org no later than noon on Friday, September 29, 2017.**

G. PAYMENT

1. The County will make payment to the Successful Vendor within thirty (30) calendar days from the final acceptance of the project.

H. QUESTIONS

1. The last day for questions is listed under Section I, Subsection C.2.

I. AWARD

1. The County intends to award to the lowest Responsive and Responsible Vendor meeting the specifications.

END OF SECTION

SECTION VI: TECHNICAL SPECIFICATIONS

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. The conditions of the General Contract (General, Supplementary, and other Conditions) and the General Requirements are hereby made a part of this Section.

- B. All bids shall be based on the equipment as specified herein. The catalog numbers and model designations are that of the Penton Audio - USA IP system. The specifying authority must approve any alternate system.

- C. The contractor shall also provide the FCC registration number of the proposed system.

- D. Final approval of the alternate system shall be determined at the time of job completion. Failure to provide the "precise functional equivalent" shall result in the removal of the alternate system at the contractor's expense.

- E. The contractor for this work shall be held to have read all of the bidding requirements, the general requirements of division 1, and contract bid forms, and the execution of this work. The contractor will be bound by all of the conditions and requirements therein.

- F. The contractor shall be responsible for providing a complete functional system including all necessary components whether included in this specification or not.

- G. In preparing the bid, the contractor should consider that no claim will be made against the owner for any costs incurred by the contractor for any equipment demonstrations which the owner requests.

1.02 SCOPE OF WORK

- A. Furnish and install all equipment, accessories, and materials in accordance with these specifications and drawings to provide a complete and operating IP-Based Paging and Intercommunications system including but not limited to:
 - 1. Graphical User Interface (GUI) Software

 - 2. Touchscreen Microphone Paging/Control Stations

3. IP Microphone
 4. IP 1-Way and 2-Way speaker(s)
 5. Security Call Stations with Integral Call Button and Speaker
 6. Control of auxiliary systems by logic and/or 3rd party commands
 7. Unlimited programmable schedules with unlimited capacity to initiate tones, audio files, or timed events
 8. Wall-mounted IP paging horns
 9. Wide range of flexible/configurable IP modules for interfacing with existing legacy systems and devices
 10. Combination of analog Ceiling, Wall, and Horn Speakers with Amplifiers
 11. SIP compatible with ability to interface with VoIP phone systems
- B. System must be capable of operating without a dedicated server and must not require special software to perform paging, intercom, or audio distribution functions.

1.03 SUBMITTALS

- A. Specification Sheets shall be submitted on all items including cable types.
- B. Submit outline drawing of system showing all major components.
- C. Shop drawings, detailing integrated network system including, but not limited to, the following:
 1. Device locations: speakers, controllers, IP modules, system interfaces
 2. Cable paths
 3. Speaker wiring details: call buttons, control relays, auxiliary audio connections

- 4. Rack elevations: routers, switches, injectors

- D. Submit wiring diagrams showing typical connections for all equipment.

- E. Submit a numbered Certificate of Completion for installation, programming, and service training, which identifies the installing technician(s) as having successfully completed the technical training course(s) provided by the system manufacturer.

1.04 QUALITY ASSURANCE

- A. All items of equipment shall be designed by the manufacturer to function as a complete system and shall be accompanied by the manufacturer's complete service notes and drawings detailing all interconnections.

- B. The contractor shall be an established communications and electronics contractor that has had and currently maintains a locally run and operated business for at least 5 years. The contractor shall be a duly authorized, trained certified distributor and/or dealer of the specified equipment with full manufacturer's warranty privileges.

- C. The contractor shall show satisfactory evidence, upon request, that he or she maintains a fully equipped service organization capable of furnishing adequate inspection and service to the system. The contractor shall maintain at his or her facility the necessary spare parts in the proper proportion as recommended by the manufacturer to maintain and service the equipment being supplied.

1.05 SINGLE SOURCE RESPONSIBILITY

- A. Except where specifically noted otherwise, all equipment supplied shall be the standard product of a single manufacturer of known reputation and minimum of 35 years experience in the industry. The supplying contractor shall have attended the manufacturer's installation and service school. A certificate of this training shall be provided with the contractor's submittal.

1.06 SAFETY / COMPLIANCE TESTING

- A. The communications system shall bear the label of a Nationally Recognized Testing Laboratory (NRTL) such as ETL, and be listed by their re-examination service. All work must be completed in strict accordance with all applicable electrical codes, under direction of a qualified and factory approved distributor, to the approval of the owner.

- B. The system is to be designed and configured for maximum ease of service and repair. All major components of the system shall be designed as a standard component of one type of card cage.

All internal connections of the system shall be with factory-keyed plugs designed for fault-free connection.

1.07 IN-SERVICE TRAINING

- A. The contractor shall provide a minimum of four hours of in-service training with this system. These sessions shall be broken into segments, which will facilitate the training of individuals in the operation of this system. Operators Manuals and Users Guides shall be provided at the time of this training.

1.08 WIRING

- A. System wiring and equipment installation shall be in accordance with good engineering practices as established by the EIA and the NEC. Wiring shall meet all state and local electrical codes. All wiring shall test free from all grounds and shorts.
- B. All communication system wiring shall be labeled at both ends of the cable. All labeling shall be based on the room numbers as indicated in the architectural graphics package.

1.09 PROTECTION

- A. The contractor shall provide all necessary transient protection on the AC power feed and on all station lines leaving or entering the building.
- B. The contractor shall note in his system drawings, the type and location of these protection devices as well as all wiring information. Such devices are not to be installed above the ceiling.

1.10 SERVICE AND MAINTENANCE

- A. The contractor shall provide a five year equipment warranty of the installed system against defects in material and workmanship. All materials shall be provided at no expense to the owner during normal working hours. The warranty period shall begin on the date of acceptance by the owner/engineer.
- B. The contractor shall, at the owner's request, make available a service contract offering continuing factory authorized service of this system after the initial warranty period.
- C. The system manufacturer shall maintain engineering and service departments capable of rendering advice regarding installation and final adjustment of the system.

PART 2 - EQUIPMENT SPECIFICATION

2.01 MANUFACTURERS

- A. Manufactures: Subject to compliance with requirements specifications, provide the following system:
 - 1. Terra-Com, Terra-Manager, products as manufactured by Penton Audio USA, Pawtucket, RI
- B. The Specifying authority must approve any alternate system.
- C. The intent is to establish a standard of quality, function and features. It is the responsibility of the bidder to insure that the proposed product meets or exceeds every standard set forth in these specifications.
- D. The functions and features specified are vital to the operation of this facility; therefore, inclusion in the list of acceptable manufacturers does not release the contractor from strict compliance with the requirements of this specification.

2.02 EQUIPMENT

A. CONSOLES

- 1. **PPM-IT5** Touchscreen Controller
 - a. PoE powered with local power option
 - b. SIP and IGMP-based communications
 - c. 5" full color touch screen
 - d. 80Mb of internal audio storage
 - e. 14 Primary screens each with 12 custom configurable buttons for a total of 128 per IT5 station
 - f. Configurable logic and 3rd party control commands
 - g. Configurable scheduler with multiple schedules with timed tones/audio files and events, complete with NTS sync on LAN/WAN or Atomic Clock web-sites
- 2. **Terra-TK** IP Microphone
 - a. PoE powered with local power option
 - b. SIP and IGMP-based communications
 - c. 80Mb of internal audio storage
 - d. Push button operation for page/intercom PTT or logic function

- e. 9" gooseneck condenser microphone with configurable AGC and ½ or full-duplex operations
- f. Internal 5" Speaker for intercommunications, stored and flash-recorded audio preview, listen to streaming audio channels
- g. Configurable logic and 3rd party command functions
- h. Configurable scheduler with multiple schedules with timed tones/audio files and events, complete with NTS sync on LAN/WAN or Atomic Clock web-sites

3. **Terra-MANAGER** Graphical User Interface Software Suite

- a. Windows V7 or V10-based programmer and controller software
- b. Unlimited number of user defined screens for imported maps and system configurations
- c. Unlimited number of user defined and customizable device, zone, X-zone, group, image zone, message, flash-record, BGM Routing, Music Player and remote control buttons
- d. SIP and IGMP-based communications
- e. Advanced Windows-based calendar scheduler with unlimited schedule capacity for timed tones/audio files and events
- f. Configurable logic and 3rd party commands
- g. Internal storage of audio message files and music playlist files (MP3, Wav, PCM16, g722, g711ulaw codecs) – size based on hard drive of PC used
- h. Optional TTS (Text-to-Speech)

B. IP MODULES

1. **Terra-IPSM** – IP Speaker Module (Factory Installed in Specified Speakers/Horns)

- a. POE+ powered with local power option
- b. SIP and IGMP-based communications
- c. Logic and 3rd party command functions
- d. 3 user defined TTL or Analog logic control/trigger inputs
- e. 1 FORM-A programmable relay output
- f. Call-button input (call-button feature optional) – occupies 1 of the 3 logic inputs
- g. Microphone input (microphone feature factory-installed in 2-way speaker models)
- h. 40W 4ohm audio output, 20w @ 8-ohm – with POE+ power or local power supply

2. **Terra-IEX** – IP Encoder/Decoder Module

- a. POE powered with local power option
- b. SIP and IGMP-based communications
- c. Simultaneous Encoding and Decoding (mp3, wav, PCM16K, G722, G711ulaw codecs)
- d. 80Mb internal audio file storage
- e. Optional USB port for additional audio file storage
- f. Configurable logic and 3rd party command functions
- g. 3 user defined TTL-Analog Logic inputs
- h. 1 FORM-A programmable relay output
- i. 2 balanced (1 MIC/1 Line or 1 Stereo Line Level) audio inputs
- j. 2 balanced line level audio outputs
- k. 1 headphone output 3.5mm mini jack

- l. RS232 serial control input
 - m. Configurable scheduler with multiple schedules for timed audio files/tones and control events
 - n. 8-Channel IGMP and/or Ice/Shout-cast receiver
3. **Terra-EX** – IP Decoder Module
- a. POE powered with local power option
 - b. SIP and IGMP-based communications
 - c. Decoding mp3, wav, PCM16K, G722, G711ulaw codecs
 - d. 80Mb internal audio file storage
 - e. Configurable logic and 3rd party command functions
 - f. 3 user defined TTL-Analog Logic inputs
 - g. 1 FORM-C programmable relay output
 - h. 2 balanced line level audio outputs
 - i. RS232 serial control input
 - j. Configurable scheduler with multiple schedules for timed audio files/tones and control events
 - k. 8-Channel IGMP and/or Ice/Shout-cast receiver
4. **Terra-DS** – IP Door Intercom/Call Station with custom shroud and backbox
- a. Heavy-gauge security stainless steel construction with custom surface-mount Backbox
 - b. POE powered with local power option
 - c. SIP and IGMP-based communications
 - d. Encoding and Decoding mp3, wav, PCM16K, G722, G711ulaw codecs
 - e. Configurable logic and 3rd party command functions
 - f. Internal 2W speaker
 - g. 2 FORM-A programmable relay outputs
 - h. 4 Internal programmable TTL-Analog Logic inputs
 - i. 1 Stainless push-to-call button **DS1**- (up to 4 available on DS2, DS3 and DS4 models) – can be programmed for PTT operation to always page single zone from DS Station
 - j. Internal condenser microphone with configurable AGC
5. **Terra-FXO** – IP Telephone-to-SIP Access Module
- a. POE powered with local power option
 - b. SIP based communication
 - c. Two Telco POTS lines – each with “Line” and “Set” RJ-11 Jacks
 - d. Built-in AEC *acoustic echo cancellation*
 - e. Built-in noise reduction
 - f. Programmable call list
 - g. Programmable DTMF codes for analog Telco Line zone paging
 - h. Configurable logic and 3rd party command functions
6. **Terra-IO4** (or **IO8**) – IP Input and Output Logic Control Module

- a. POE powered with local power option
- b. SIP and IGMP-based communications
- c. 4/8 user defined TTL or analog logic control inputs
- d. 4/8 user programmable relay outputs
- e. Configurable logic and 3rd party command functions

7. **Terra-AMP** – IP Amplified Encoder/Decoder Module

- a. POE powered with local power option
- b. SIP and IGMP-based communications
- c. 2 balanced (1 Mic/1 Line or 1 Stereo Line level) audio inputs
- d. 2 amplified 15W 8ohm audio outputs
- e. 2 balanced line level audio outputs
- f. 80Mb internal audio file storage
- g. Configurable logic and 3rd party command functions
- h. 3 user defined TTL or analog control inputs
- i. 2 FORM-A programmable relay outputs
- j. Optional USB port for additional audio storage
- k. Configurable scheduler with multiple schedules for timed audio files/tones and control events

C. IP SPEAKERS AND HORN

1. **LCS8-IP / LCS8-IPM**

- a. 8" twin cone speaker
- b. 5.34oz ceramic magnet
- c. Round steel baffle with mounting accessories for ceiling or wall
- d. SPL @ 1w/1m - 95dB
- e. Dispersion 100 degrees
- f. Frequency Response 60 – 2000Hz +/- 6dB
- g. POE+ powered with local power option
- h. SIP and IGMP-based communications
- i. Logic and 3rd party command functions
- j. 3 user defined TTL or analog control inputs
- k. 1 FORM-A programmable relay outputs
- l. Call-button input (call-button optional)
- m. Microphone input (microphone factory installed in **LCS8-IPM** Model only)

2. **LIS8-IP / LIS8-IPM - LIS82x2-IP / LIS82x2-IPM**

- a. 8" twin cone speaker
- b. 5.34oz ceramic magnet
- c. Option for 1'x2' and 2'x2' metal grille lay-in tile ceiling baffle
- d. SPL @ 1w/1m - 95dB
- e. Dispersion 100 degrees
- f. Frequency Response 60 – 2000Hz +/- 6dB
- g. POE+ powered with local power option

- h. SIP and IGMP-based communications
- i. Logic and 3rd party command functions
- j. 3 user defined TTL or analog control inputs
- k. 1 FORM-A programmable relay outputs
- l. Call-button input (call-button optional)
- m. Microphone input (microphone factory installed in **LIS8-IPM** and **LIS82x2-IPM** Models only)

3. **PBC6-IP / PBC6-IPM**

- a. 6.5" twin cone speaker
- b. 5.34oz neodymium magnet
- c. Molded ABS housing with steel grill
- d. SPL @ 1w/1m - 94dB
- e. Dispersion 115 degrees
- f. Frequency Response 110 – 2000Hz +/- 6dB
- g. POE+ powered with local power option
- h. SIP and IGMP-based communications
- i. Logic and 3rd party command functions
- j. 3 user defined TTL or analog control inputs
- k. 1 FORM-A programmable relay outputs
- l. Call-button input (call-button optional)
- m. Microphone input (microphone factory installed in **PBC6-IPM** Model only)

4. **JD20-IP**

- a. 5" coaxial speaker
- b. 8oz ceramic magnet
- c. Mylar tweeter with neodymium magnet
- d. Molded ABS housing with UV inhibitor
- e. SPL @ 1w/1m - 85dB
- f. Dispersion 120 degrees (H) by 50 degrees (V)
- g. Frequency Response 75 – 2000Hz +/- 5dB
- h. PoE powered with local power option
- i. SIP based communication
- j. Logic and 3rd party command functions
- k. 3 user defined inputs
- l. 1 user defined relay output
- m. Call-button input (call-button feature optional)
- n. Microphone input (microphone feature optional)

5. **CCS6-IP / CCS6-IPM**

- a. 6" high-fidelity coaxial speaker
- b. 8oz ceramic magnet
- c. Titanium tweeter with neodymium magnet
- d. Metal enclosure with high impact PVC baffle
- e. SPL @ 1w/1m - 89dB
- f. Dispersion 130 degrees

- g. Frequency Response 60Hz – 20kHz +/- 5dB
- h. POE+ powered with local power option
- i. SIP and IGMP-based communications
- j. Logic and 3rd party command functions
- k. 3 user defined TTL or analog control inputs
- l. 1 FORM-A programmable relay outputs
- m. Call-button input (call-button optional)
- n. Microphone input (microphone factory installed in **CCS6-IPM** Model only)

6. APH30-IP

- a. High density phenolic resin diaphragm
- b. 13.6oz magnet
- c. SPL @ 1w/1m - 107dB
- d. Dispersion 130 degrees
- e. Frequency Response 650 – 5000Hz +/- 10dB
- f. POE+ powered with local power option
- g. SIP and IGMP-based communications
- h. Logic and 3rd party command functions
- i. 3 user defined TTL or analog control inputs
- j. 1 FORM-A programmable relay outputs
- k. Call-button input (call-button optional)

7. Penton AMP-Series Mixer/Amplifier

- a. 60 and 120-Watt Models @ 25/70V or 4/8-ohms
- b. 5 Audio Inputs – each with Microphone and Aux-Level Signal – XLR, RCA or Screw-Terminal terminations
- c. 1 Telco Page Input – 600 Ohm
- d. Treble and Bass Tone Controls
- e. 2RU (3.5") Tall

2.03 COMPONENTS AND DESCRIPTIONS

- A. The Penton Audio IP based communication system shall be capable of delivering live paging and intercom functionality over LAN/WAN without the need for a dedicated server or control unit. The system must be able to provide dynamic zone selection for 1-way paging and 2-way intercommunications/monitoring to any single device, as well as 1-way paging and messaging to dynamically selected zones, all-call paging, and/or user pre-defined groups. The IP Paging and Intercom system must also be able to record, store, and send audio messages to any device, zone, or user pre-defined groups of zones by either manual activation from the system operator, by remote logic/3rd party commands, or by scheduled time events. The system shall utilize SIP protocol and IGMP streaming functionality for broadcasting live or recorded audio and messages across the TCP/IP network via Layer-3. This will allow the system to easily traverse firewalls, gateways, routers. The system shall provide global input/output control on any device in the network by logic or 3rd party command from any device or 3rd party system on the network. IP

speaker and IP communication audio modules shall all provide 80mb of on-board audio storage for local message play and device audio recording. Systems that require a dedicated server or that cannot provide the basic functions listed above are not considered equal.

B. Terra-COM IP System:

1. The Penton Audio Terra-Com IP system shall have a virtually unlimited capacity for 2-Way Intercom and 1-Way common area speakers, all with the ability to be paged individually and the ability to receive and/or initiate a 2-way intercom call. The system shall also be able to accommodate an unlimited number of outdoor IP horns and IP speakers, all with the ability to be paged individually and/or as part of a group.
2. Each IP device on the network must be able to be assigned its own individual and unique user name as determined by the facility administrator. Device user names shall be capable of utilizing both alpha and numeric characters.
3. The system shall communicate via standard SIP2 protocol and each IP device should be able to be paged or conduct 2-way intercommunications when registering on facilities' SIP Server. This will allow for direct dialing/communications from any VoIP phone on the network.
4. The system shall provide the ability to stream audio to any IP speaker or IP decoding device via IGMP streaming. Each IP speaker module and IP decoding module must be able to receive up to 8 IGMP audio streaming channels, which can be selected and/or controlled by Terra-Com paging stations, custom GUI software, locally via Analog controls, or via 3rd party commands over the network.
5. The system shall support G.711; G.722, PCM16K, WAV, and MP3 audio codecs.
6. The system shall have the ability to play any tone, chime, sound, or audio file that has been stored in the system. Audio files can be recorded voice messages, music, or text to speech announcements. Audio files stored in the system can be of any of the codecs previously listed.
7. The system must be capable of controlling any output on any IP device from any input residing on the network. Outputs must also be able to be controlled by logic or 3rd party commands from any device or 3rd party system on the network.
8. The system shall have an unlimited capacity for programmed schedules and each schedule must be able to initiate stored tones, messages, audio files, and/or timed events such as a contact closure or logic/3rd party command.
9. The system shall have an unlimited capacity allowing any number of IP Speaker, IP modules, Touchscreen Controllers, IP Microphones, and Graphical User Interfaces.
10. The system shall provide the ability to configure emergency message buttons or any analog trigger device that can play stored messages to and from any device, group of devices, or all devices on the network as desired. Logic triggers shall be able to play audio files, send control commands, trigger programmable output relays on the same device or to any other device – or group of devices – on the network.

11. The system shall have the capacity to be integrated with an analog or VoIP PBX telco system/switch, providing the user with the ability to directly communicate with any IP speaker, IP module, or group of devices – (*analog telco interface only for group paging unless VoIP system allows SIP trunking*). The Phone system is a Mitel MiVoice 250 that it will integrate into.
12. The system shall also accommodate the optional use of the **Terra-Manager** Graphical User Interface software that provides the ability to import image files, site maps, logos, aerial photos, etc to be used as backgrounds for custom screens for use in the system. The image files, maps, or photos can be used as a background screens for any control screen. The GUI software shall allow the use of fully customizable buttons, screen colors, image imports, message buttons, control buttons, volume control faders, 3rd party command buttons, and flash recording buttons. Zone paging, intercom and group buttons can also be zone image buttons, which allow the use of any image to be the actual button. These zone image buttons are invisible on the map until selected by the user. Upon selection – they zone image buttons will change to customizable “selected” colors, and also change to busy and fault colors as user desires. There shall be no limit to the # of custom or image buttons that the user can place on the GUI screens.
13. The system shall have the ability to send out 3rd party commands to other systems and devices on the network to control or modify their status. Example: The system shall be capable of turning on/off network enabled televisions and/or unlocking/locking doors by sending a 3rd party command to the desired devices over the network by just the push of a button or by a timed event.
14. The system shall be able to receive 3rd party commands from other systems on the network with the purpose of controlling or modifying the status of the IP communication system. Example: A system on the network can send a 3rd party command to the IP system, lowering or increasing the volume of an IP speaker.

C. Terra-Manager Graphical User Interface

1. The Terra-Manager Graphical User Interface shall be a software suite that does not require a dedicated server and can be loaded on any user-provided PC with standard Windows V7 or V10 Operating System for easy access and operation. Systems that require a dedicated server shall not be accepted as equal.
2. The graphical user interface software shall have a “Device” tab on the user screen that provides the ability to view and monitor all of the system’s IP devices that are connected to the network. From the device tab the user shall be able to configure each networked device’s function such as a page device, intercom, background music, etc. On the device screen, the user shall be able to configure the following:
 - a. Device Name (user defined)
 - b. IP Address
 - c. Firmware Version
 - d. Status (on line/offline)

The system user must be able to easily access the “web browser” configuration screen of each IP device by clicking on the IP address link of the device displayed in the “Device” tab. Systems that do not allow for quick and easy access to all system devices on the network, on-line/off-line status of each device, the

firmware version and compatibility of each device, and do not allow access to the IP remote devices by simply selecting their displayed associated IP address from the user menu will not be accepted as equal.

3. The graphical user interface software shall also provide user defined buttons that can be configured to connect to any device - providing the system operator with the ability to page the device, initiate an intercom call to the device, stream live or pre-recorded music/audio to the device, or stream a pre-recorded voice message/emergency message to the device. The graphical user interface software must also allow the user to create group buttons that will provide the system operator with the ability to easily group-page multiple devices on a single button or image. Group buttons can also be used to stream live or pre-recorded program audio and to stream pre-recorded voice/emergency audio messages to a group of devices. Systems that cannot provide these basic functions will not be accepted as equal.
4. The user interface must be able to import standard format image files that can be used to create custom user defined screens and buttons. The customer defined screens must be able to depict any scene such as the campus layout, architectural detail of classroom layout, or any school/campus related image of the user's choosing. The system must be able to import the images and modify them to fit the applicable screen size of the users monitor. Systems that cannot import images to create customer defined screens will not be accepted as equal.
5. The user interface must have the ability to create image buttons that can be overlaid onto customer defined screen. The image buttons shall be created by importing an image of an area such as a classroom, building, or area of a building. The image must be able to be overlaid onto the screen to create a seamless view of the image without any edges or borders of the image being visible. The image button must be able to be configured to initiate a page or intercom call to any IP device on the system or page any group of IP devices on the system. Systems that cannot create a seamless image button that can overlay on an operator screen without displaying an edge or boarder around the image button and/or cannot be assigned to page and intercom a designated device, or page a designated group of devices, shall not be accepted as equal.
6. The user interface must provide the ability for the operator to initiate a live page and record the page at the same time. The live message when recorded must provide the operator with the option of creating a permanent message button that will be stored on the screen. The system must allow the operator to relocate the message button to any screen of their choosing and shall also provide the ability for the operator to replay the message on the IP user mic and replay the message to any or all devices/zones in the system. The system must also allow the operator to review, re-record, and play an edited message to any device or group of devices when desired. Systems that do not provide the ability to record a live page and make it available to be reviewed, edited, and replayed from the user screen to any device or group of devices shall not be accepted as equal.
7. The user interface must also provide the operator with the ability to "Flash Record" a voice message at any time without the message being played live while recording. When the recorded message is complete, the system shall allow the user to create a message button and store it on any screen of the choosing. When desired, the operator shall have the ability to review and edit the message as many times as needed. The system shall allow the operator to play the recorded message to any device or group of devices at any time desired. Systems that do not provide the ability to record a voice message and make it available to be reviewed, edited, and played from the user screen t any device of group of devices shall not be accepted as equal.

8. The user interface shall provide the ability for the operator to create a function button on any screen that will allow the user to initiate a contact relay anywhere in the system and/or send a command to any 3rd party device to change or alter its operating state. The action of affecting a contact relay or sending a 3rd party command shall be performed by a simple click/push of a screen button and shall not require additional actions. Systems that cannot remote control Logic I/O or those that require additional steps or actions shall not be accepted as equal.
9. The user interface shall provide the ability to copy and/or relocate any user defined button to any operator screen in the system. The system shall not require the operator to duplicate efforts or to re-create an existing button in order to display it multiple screens. Systems that cannot copy or relocate screen function buttons to other screens in the system shall not be accepted as equal.
10. The user interface must provide the ability to create an unlimited number of customer schedules that will initiate timed tones, play recorded voice messages, play recorded music, initiate the activation of a control replay anywhere on the network, and/or initiate the change in status of a remote system anywhere in the network by sending a 3rd party command. All of these actions must be time controlled based on a Windows based calendar and must not require the interaction of an operator once configured. The Windows based calendar must be easy to use and intuitive to the system operator. Systems that require a factory trained technician to program or change schedule characteristics or system that do not provide a Windows based calendar that has unlimited capacity and the ability to control timed tones, initiate control relays and/or send 3rd party commands, will not be accepted as equal.
11. The user interface shall have a status/function bar that displays the user defined system functions. The user defined functions shall include but not limited to the following:
 - a. Intercom
 - b. Live Page
 - c. Chime (enables and disables pre-page chime tone)
 - d. Listen (includes required announcement tone and active tone)
 - e. Silent Listen (requires password to initiate security listen mode without pre-tone and active tone)
 - f. Hang Up
 - g. Select All
 - h. Deselect All
 - i. Record Page
 - j. Record Only
 - k. Microphone

D. PPM-IT5 Touchscreen Controller

1. The touchscreen controller shall have a 5" color touchscreen, integral speaker, and gooseneck microphone. Systems that do not have touchscreen controllers with a 5" touchscreen, integral speaker, and gooseneck microphone will not be accepted as equal.
2. The touchscreen controller shall have the following preset function buttons displayed on the face of the operator screen; These functions maybe modified during the programming stages.
 - a. Intercom

- b. Page
- c. Listen
- d. Play Message/Music
- e. Return
- f. Select All
- g. Clear All
- h. Main
- i. Dial
- j. Message
- k. Setting
- l. Page Up
- m. Page Down

Systems that do not provide touchscreen controllers with the function buttons listed above will not be accepted as equal.

3. The touchscreen controller shall be able to display 14 operator pages, each page containing 12 programmable buttons for a total of 128 buttons. Each user defined button shall be able to be assigned to a device providing the system operator with the ability to page the device, initiate an intercom call to the device, stream live or pre-recorded music to the device, or stream a pre-recorded voice message/emergency message to the device. The user defined buttons must also be capable of being configured to provide the system operator with the ability to page multiple devices at once, stream live music or pre-recorded music to a group of devices, or stream a pre-recorded voice message/emergency message to a group of devices. The system must also provide the ability to configure a button to be a "Marco" button that acts as a link to a sub-page that provides an additional set of user defined buttons. Systems that cannot provide these basic functions will not be accepted as equal.
4. The touchscreen controller shall be able to receive an intercom call from either a Terra-ED IP Door Station or IP speaker with microphone and call button. The touchscreen must be capable of auto-answering the incoming call, rejecting the incoming call, and must be able to forward the incoming call if operator is not at the touchscreen controller. Systems that cannot receive intercom calls from IP devices on the network and cannot forward intercom calls to another device will not be accepted as equal.
5. The touchscreen controller shall be capable of controlling remote relay contacts on Terra-ED devices on the network through the use of the user defined buttons. The user defined button must be able to be configured to control a remote relay contact by send a logic command from the touchscreen controller to the remote device on the network. When the remote device receives the logic command, the assigned output contact will change status as desired. The touchscreen controller shall also be able to trigger an on-board audio file stored on a remote device through the use of a logic command. The audio file when triggered must be able to be played locally on the device or streamed to other devices via IGMP streaming. In addition to the logic command function, the touchscreen controller must also be able to control remote relay contacts and trigger remote audio files via 3rd party commands. The touchscreen controller shall also be able to control or affect the status of a remote device or system from another manufacturer that has the ability to receive 3rd party commands. Systems that do not have touchscreen controllers with programmed buttons that can control remote relay contacts and/or trigger remote audio files as described above by logic or 3rd party commands will not be accepted as equal.

6. The touchscreen controller shall be able to store pre-recorded voice messages, music files, text to speech files, audio files, chime tones, and bell tones that will be available to be played upon request by either selecting the audio file from the "Message" tab on the touchscreen controller; by selecting a user defined button that is configured to play a specific audio file; or by playing the audio file based on a programmed timed event in the built in "scheduler" calendar. Based on the type of activity, the audio files must be able to be streamed either by SIP protocol or by IGMP streaming. Systems that cannot store audio file on the touchscreen controller; cannot select and play an audio file as described above; or cannot stream audio by SIP and/or IGMP streaming will not be accepted as equal.
7. The touchscreen controller shall be able to receive 3rd party commands from other Terra-ED devices on the network in addition to being able to receive 3rd party commands from other systems on the network. Systems that have touchscreen controllers that cannot receive 3rd party commands will not be accepted as equal.
8. The touchscreen controller shall have an integral scheduler that can be programmed to; send chime/bell tones to any or all devices; stream audio files to any or all devices; initiate remote relay contacts via logic or 3rd party commands; change status of remote devices or system via 3rd party commands; all based on timed events. The scheduler must be capable of storing multiple schedules that can be selected by the user to be enabled or disabled as desired. Systems that do not have; an integral scheduler, that cannot store multiple schedules, that do not allow the operator to be select a schedule to be enabled or disabled; or cannot not perform the timed events as described above will not be accepted as equal.

E. Terra-TK IP Microphone

1. The Terra-TK shall communicate via SIP and have an integral speaker and gooseneck microphone with a push button for push to talk functionality.
2. The Terra-TK shall be capable of operating as a stand-alone device or as part of the Graphical User Interface, acting as the system microphone. When acting as a stand-alone device, the Terra-TK shall be able to call a single device or a set group of devices. When assigned to a GUI, the Terra-TK shall complete the page or intercom call to any device or group of device as directed by the GUI system. The Terra-TK, when used as a stand-alone device, can be directed to call any device or any group of devices by programming the Terra-TK with 3rd party commands and controlling the Terra-TK through those commands from a remote device.
3. The Terra-TK shall be PoE powered and have the ability to be powered locally by a power supply.
4. The Terra-TK shall communicate over a CAT6 cable.

F. IP Based Page and Intercom System Speakers

1. IP Speakers shall be Penton:

a. IP Ceiling Speakers:

- | | |
|--------------|--|
| 1. LIS8-IP | Drop-In Ceiling Paging Speaker (1x2 or 2x2) |
| 2. LIS8-IP-M | Drop-in Ceiling Paging/Intercom Speaker (1x2 or 2x2) |
| 3. LCS8-IP | 8" Round Ceiling Paging Speaker |
| 4. LCS8-I-M | 8" Round Ceiling Intercom Speaker |
| 5. CCS6-IP | 6" Enclosed High-Fi Paging Speaker |
| 6. CCS6-IP-M | 6" Enclosed High-Fi Intercom Speaker |

b. IP Wall Speakers:

- | | |
|--------------|---|
| 1. PBC6-IP | 6" Surface Mount Paging Speaker |
| 2. PBC6-IP-M | 6" Surface Mount Intercom Speaker |
| 3. JD20-IP | Surface Mount Foreground Paging Speaker |
| 4. JD20-IP-M | Surface Mount Foreground Intercom Speaker |

2. Hallway Speakers shall be Penton:

a. IP Ceiling Speaker:

- | | |
|--------------|--|
| 1. LIS8-IP | Drop-In Ceiling Paging Speaker (1x2 or 2x2) |
| 2. LIS8-IP-M | Drop-in Ceiling Paging/Intercom Speaker (1x2 or 2x2) |
| 3. LCS8-IP | 8" Round Ceiling Paging Speaker |
| 4. LCS8-I-M | 8" Round Ceiling Intercom Speaker |
| 5. CCS6-IP | 6" Enclosed High-Fi Paging Speaker |
| 6. CCS6-IP-M | 6" Enclosed High-Fi Intercom Speaker |

b. IP Wall Speakers:

- | | |
|--------------|---|
| 1. PCB6-IP | 6" Surface Mount Paging Speaker |
| 2. PCB6-IP-M | 6" Surface Mount Intercom Speaker |
| 3. JD20-IP | Surface Mount Foreground Paging Speaker |
| 4. JD20-IP-M | Surface Mount Foreground Intercom Speaker |

3. Outdoor / Gym / Locker Room Speakers shall be Penton:

a. IP Outdoor Horn:

- | | |
|-------------|---------------------|
| 1. APH30-IP | 30Watt Outdoor Horn |
|-------------|---------------------|

4. Common Area Speakers shall be Penton:

a. IP Ceiling Speakers:

- | | |
|--------------|--|
| 1. LIS8-IP | Drop-In Ceiling Paging Speaker (1x2 or 2x2) |
| 2. LIS8-IP-M | Drop-in Ceiling Paging/Intercom Speaker (1x2 or 2x2) |
| 3. LCS8-IP | 8" Round Ceiling Paging Speaker |
| 4. LCS8-I-M | 8" Round Ceiling Intercom Speaker |
| 5. CCS6-IP | 6" Enclosed High-Fi Paging Speaker |
| 6. CCS6-IP-M | 6" Enclosed High-Fi Intercom Speaker |

b. IP Wall Speakers:

- | | |
|--------------|---|
| 1. PCB6-IP | 6" Surface Mount Paging Speaker |
| 2. PCB6-IP-M | 6" Surface Mount Intercom Speaker |
| 3. JD20-IP | Surface Mount Foreground Paging Speaker |
| 4. JD20-IP-M | Surface Mount Foreground Intercom Speaker |

All IP speakers shall have contact inputs and an output that can be controlled locally, remotely by logic commands, or 3rd party command. All IP speakers shall be able to accommodate a push-button to initiate an intercom call (only applies to IP speakers with integral microphone and excludes IP horn); activate the local output; activate a remote output on another network device; activate an audio file stored remotely; or affect the status of a remote device or system on the network by 3rd party command. IP speakers that do not provide these functions and capabilities will not be accepted as equal.

G. IP Based PoE Modules

1. Terra-IPCM

- c. The IPCM module shall provide the ability to convert any analog speaker into an IP speaker by bypassing the existing transformer and connecting directly to the 8ohm speaker and the IPCM module shall provide 40W of power to drive the speaker.
- d. The IPCM module shall provide the ability to add a microphone allowing for two way hands free communication.
- e. The IPCM shall provide the ability to add a push button providing the ability for a user in a classroom to initiate an intercom call back to the main system controller.
- f. The IPCM module shall provide 3 local input contacts. The input contacts must be configurable to perform any of the following functions; control of local relay output; control of a remote relay output, initiation of a logic command to a remote device.

- g. The IPCM module shall have 1 output relay contact that can be controlled by; any of the 3 on-board input contacts; any input contact on a remote device on the network; or a logic or 3rd party command from any device or system on the network.
- h. The IPCM module shall be able to receive a SIP or IGMP stream from any Terra-ED device on the network. The IPCM module shall also be able to be registered on a VoIP SIP server allowing a user to connect with the IPCM module from a VoIP phone on the network.

2. Terra-IEX Encoder/Decoder Module

- a. The IEX module shall provide the ability to stream live voice, recorded voice, live music, recorded music, and stored audio files over the network to any device or group of devices. The IEX module has two audio inputs for microphone and line level audio in addition to being able to receive audio via SIP and up to 8 IGMP streams. All of the audio inputs received, analog, SIP and IGMP stream, can be broadcast through the 2 built in line level outputs on the module as well as stream the audio to any device or group of devices.
- b. The IEX shall be able to receive a SIP or IGMP stream from any Terra-ED device on the network. The IEX module shall also be able to be registered on a VoIP SIP server allowing a user to connect with the IEX module from a VoIP phone on the network.
- c. The IEX module shall be able to receive logic or 3rd party commands that can select which IGMP (netstream) channel the IEX listens to and broadcasts.
- d. The IEX module shall provide 3 input contacts that can be programmed to affect the onboard relay contact output on the IEX or a remote relay contact on another device on the network. The input contacts on the IEX module, when status is changed, shall also be able to initiate the transmission of a 3rd party command to a device or system on the network, affecting it status. The output relay contact shall be able to be controlled by a local contact input, remote contact input, logic command or 3rd party command from a remote device or system.
- e. The IEX module shall provide 80mb of on-board audio storage for playback of pre-recorded audio messages, live music, or chime/bell tones.
- f. The IEX module shall have an integral scheduler that can be programmed to; play stored chime/bell tones or audio files through the line level output of the module; stream stored audio files or chime/bell tones to any or all devices via the network; stream live or recorded audio from the on-board line inputs to any or all devices on the network; initiate remote relay contacts via logic or 3rd party commands; change status of remote devices or system via 3rd party commands; all based on timed events. The scheduler must be capable of storing multiple schedules that can be selected by the user to be enabled or disabled as desired

3. Terra-EX Decoder Module

- a. The EX module shall be able to receive a SIP or IGMP stream from any Terra-ED device on the network. The EX shall be able to receive up to 8 IGMP streams that can be played on the line level output of the module. The EX module shall also be able to be registered on a VoIP SIP server allowing a user to connect with the EX module from a VoIP phone on the network.
- b. The EX module shall be able to receive logic or 3rd party commands that can select which IGMP (netstream) channel the EX listens to and plays through the line level outputs.

- c. The EX module shall provide 3 input contacts that can be programmed to affect the onboard relay contact output on the EX or a remote relay contact on another device on the network. The input contacts on the EX module, when status is changed, shall also be able to initiate the transmission of a 3rd party command to a device or system on the network, affecting its status. The output relay contact shall be able to be controlled by a local contact input, remote contact input, logic command or 3rd party command from a remote device or system on the network.
- d. The EX module shall provide 80mb of on-board audio storage for playback of pre-recorded audio messages, live music, or chime/bell tones.
- e. The EX module shall have an integral scheduler that can be programmed to; play stored chime/bell tones or audio files through the line level output of the module; play live or recorded audio streaming to the line level outputs on the module; initiate remote relay contacts via logic or 3rd party commands; change status of remote devices or system via 3rd party commands; all based on timed events. The scheduler must be capable of storing multiple schedules that can be selected by the user to be enabled or disabled as desired.
- f. The EX module shall be able to be used as an interface to existing paging/intercom systems, allowing the operator to create a district wide emergency communication system. When used as an interface to an existing analog paging/intercom system for a district wide emergency communication system, the EX module shall be able to receive live voice pages and pre-recorded emergency voice messages sent from the district office. When a message is received from the district office, the EX module shall over-ride any page or audio activity taking place on the existing system and play the incoming message from the district office across the existing system speakers. The EX module with its onboard scheduler can operate as the bell/tone system through the existing system, alerting the facility of class changes or daily events and will also act as the communicator between the local site and the district office. Use of the EX module shall not require the addition of special software or a dedicated server and shall allow the local system to continue to operate normally until the EX module needs to take priority.

4. **Terra-DS** Door Station Module

- a. The DS module shall have a built-in speaker and integral microphone to provide two-way hands free communication between the door station and a touchscreen controller, graphical user interface, or other IP device with duplex communication capabilities.
- b. The DS module shall have 1 to 4 push buttons, allowing a user to initiate an intercom call from the DS module to a designated controller, user interface, or IP module. Each pushbutton on the DS module shall be able to be programmed to call a specific IP device, providing up to 4 different call locations on the network. The DS module shall also be able to receive intercom calls initiated by operators from an unlimited number of system devices on the network.
- c. The DS module shall be able to be registered on a VoIP SIP server allowing a user to connect with the DS module from a VoIP phone on the network.
- d. The DS module shall have 2 output relay contacts that can be controlled by a local contact input, remote contact input, logic command or 3rd party command from a remote device or system on the network.
- e. The DS Call Station shall be equipped with security backbox and custom shroud – install with high security screws.

5. **Terra-FXO** Full Duplex Telephone/IP Converter

- a. The FXO module shall have 2 telephone (FXO) lines, an RS232 port, and an Ethernet port, providing the ability to convert analog telephone signal to SIP.
- b. The FXO module shall be able to convert an incoming SIP call into an analog signal allowing it to be received on a standard telephone or analog system. The FXO module shall also be able to convert an analog telco signal into SIP for receipt by an IP device or IP phone.
- c. The FXO module shall provide a programmable dialing table allowing a user to enter a code from an analog phone or SIP dialing device and access any number of IP devices on the network to generate a page.
- d. The FXO module shall provide DTMF dialing tones allowing a user to call an analog system from a SIP phone and the FXO module will convert the SIP dialing tones to DTMF tones. This will allow the user to call/page an extension or zone on an analog system.

The IP based PoE modules of the Terra-Com IP system include, but are not limited to, the devices listed above. Systems that do not provide IP based PoE modules as described above with the features and functions listed, will not be accepted as equal.

2.04 SYSTEM PARAMETERS

- A. The communication system shall be a Penton Audio USA, Terra-ED and shall provide a comprehensive communication system over the network between administrative areas and locations throughout the facility. The system must be able to operate without a dedicated server and shall reside on layer 3 of the network. The system shall operate independently and must not require another system or special software to perform any of the communication processes. The system shall be capable of interfacing with a VoIP or analog system as a secondary means of accessing the system and shall be a compliment to the operation and not a requirement. Systems that require the use of a VoIP system, a dedicated server, or specialized software or system, shall not be accepted as equal.
- B. The Terra-Com IP system shall have unlimited capacity for the number of Graphical User Interfaces, Touchscreen Controllers, IP Speakers, and IP Devices. The system's design shall only be limited by the capacity of the facility it is serving and the system shall have the ability to be networked with other facility systems to create a district wide emergency communication system. The creation of a district wide emergency communication system shall not require the addition of a dedicated server, special software, or secondary system in order to operate correctly. Systems that have a limited capacity and/or require a dedicated server, special software, or a secondary system to complete a district wide emergency communication system will not be accepted as equal.
- C. The Terra-Com IP system shall provide the ability to communicate from the district office to any school facility in the district through the district's network. The system shall be capable of providing the district office with the ability to; page any school campus in the district; page any zone on any school campus in the district; page any classroom in the district; and initiate an intercom call to any two-way IP device in the district. The system shall also provide the ability to send a pre-recorded emergency message to the entire district, any group of schools sites, any single school site, and any IP device in the district. The system shall also provide the district office with the ability to control remote relay contacts anywhere in the district's network with a push of a button using logic or 3rd party commands. Systems that cannot perform the district wide functions listed above and

cannot not do so without the use of a dedicated server, special software, or secondary system, will not be accepted as equal.

- D. The Terra-Com IP system shall not require “node licenses” in order to operate on a school or district wide level when using the Touchscreen controller with the Terra-ED system devices. The system shall be able to communicate between administration areas and any zone/area, between any control stations and the facility/site on the campus, send pre-recorded messages anywhere on site. Control remote relays anywhere on a school campus or anywhere in the district; without the school or district purchasing “node licenses”. Node licenses shall only be required when a facility choses the Graphical User Interface (GUI) option in their system configuration. Node licenses shall be determined by the IP devices that are designed into the system. The node license fees that apply to the use of the GUI option is a one-time fee and does not require annual registration fees, maintenance fees, re-licensing fees, or update fees. Systems that require the purchase of license fees in order to operate and not as an optional fee as described above, or license fees that are annual, re-occurring, or renewing will not be accepted as equal.
- E. The system shall provide but not be limited to the following features and functions:
1. SIP communication over standard CAT6 cabling and shall provide the ability to transmit live voice, recorded voice, live music, recorded music, and recorded bell and chime tones.
 2. Voice communication with IP loudspeakers shall use a CAT6 cable and be powered by PoE or local power supply. Flexible PoE IP based modules must be available for situations where existing analog speakers will be used and conventional twisted pair cabling is in place.
 3. Timed tones, pre-recorded voice messages, and timed events must be able to be initiated by a day and time calendar scheduler. The scheduler must be an integral function of the system and must not require the use of a secondary system in order to perform day/time scheduled events.
 4. SIP communication allowing access from a VoIP phone to any Terra-ED IP device on the network.
 5. Stream live or recorded music to any IP device or group of IP devices on the network.
 6. Control any output relay contact on any IP device from anywhere on the network.
 7. Send and receive logic and 3rd party commands to Terra-ED devices and/or to and from other devices and systems on the network with 3rd party command capabilities.
 8. District wide emergency communication system providing paging, intercom, and distribution of recorded message, capabilities between the district office and the schools sites within the district.

2.05 70V Analog SPEAKERS

- A. Analog speakers and grilles (ceiling-mounted, flush) shall be Penton LCS8-IP
- B. Analog speakers (drop-in tile ceiling) shall be Penton LIS8-IP
- C. Analog speakers (wall-mounted) shall be Penton PBC6-IP
- D. Analog speakers (ceiling mounted, high fidelity) shall be Penton CCS6-IP
- E. Analog Outdoor horns shall be Penton APH30-IP

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine conditions, with the installer present, for compliance with requirements and other conditions affecting the performance of the Integrated Telecommunications/Time/Audio/Media System.
- B. Do not proceed until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. The installation, adjustment, testing and final connection of all conduit, wiring, boxes, cabinets, etc., shall conform to local electrical requirements and shall be sized and installed in accordance with manufacturer's approved shop drawings.
- B. Low-voltage wiring may be run exposed above ceiling areas where they are easily accessible.
- C. Contractor shall install new rack console at location shown on plans.
 - 1. Solder each speaker line splice and tape each individual wire.
 - 2. Connect remote slave clocks to master clock in console.
- D. All classroom phones shall be wall-mounted.
 - 1. Mount at 54" AFF.
 - 2. All wiring should be concealed.
 - 3. Verify exact location with Architect.
- E. All Administrative Phones shall be desk- or counter-mounted.

1. Provide standard wall 120V AC receptacle 16" AFF
 2. Verify exact location with Architect
- F. Speaker and telephone lines run above ceiling and not in conduit shall be tie-wrapped to ceiling joist with a maximum spacing of 8' between supports. No wires shall be laid on top of ceiling tile.
- G. Connect field cable to each speaker transformer using UL butt splices for 22 AWG wire.
- H. Terminate field wiring on wall adjacent to rack using Telco 66 type blocks. Provide neat cross connect system for wiring. Wiring to be labeled to indicate final architectural room number that it services on the Telco block.
- I. Rack shall be labeled in numerical order with speaker/phone combinations first, speaker/outside horn combinations last. Labeling and order shall reflect final Architectural room numbers posted outside the rooms. Use three- (3), four- (4), five- (5), or six- (6) digit dialing extensions.
- J. Contractor shall provide a minimum of eight (8) hours of operational and programming instruction to school personnel.
- K. On the day following installation of Multicom System, the Contractor shall provide a technician to standby and assist in system operation.
- L. Mark and label all telephone outlets and/or sets with the graphic room numbers. Label all demarks IDF and MDF points with destination point numbers. Rooms with more than one outlet shall be marked XXX-1, XXX-2, XXX-3, etc. where XXX is the room number.
- M. No graphic room number shall exceed the sequence from 000001 through 899999.
1. All outside speakers shall be on a separate page zone and time zone.
 2. All zones shall be laid out not to exceed 10 watts maximum audio power zone.
 3. All hallway speakers shall be tapped at 1 watt maximum.
 4. All outside horns shall be tapped at 7.5 watts maximum.
 5. All classroom speakers shall be tapped at ½ watt maximum.
 6. Large rooms, such as cafeterias, shall be tapped at 2 watts maximum.

3.03 GROUNDING

- A. Provide equipment grounding connections for Integrated Telecommunications/Time/Audio/Media System as indicated. Tighten connections to comply with tightening torques specified in UL Standard 486A to assure permanent and effective grounds.

- B. Ground equipment, conductor, and cable shields to eliminate shock hazard and to minimize the greatest extent possible, ground loops, common mode returns, noise pickup, cross talk, and other impairments.
- C. The contractor shall provide all necessary transient protection on the AC power feed and on all station lines leaving or entering the building.
- D. The contractor shall note in his drawing, the type and locations of these protection devices as well as all wiring information.
- E. The contractor shall furnish and install a dedicated, isolated earth ground from the central equipment rack and bond to the incoming electrical service ground buss bar.

PART 4 - EXECUTION

4.01 DIVISION OF WORK

- A. While all work included under this specification is the complete responsibility of the contractor, the following division of actual work listed shall occur.
 - 1. The conduit, outlets, terminal cabinets, etc., which form part of the rough-in work shall be furnished and installed completely by the electrical contractor. The balance of the system, including installation of speakers and equipment, making all connections, etc., shall be performed by the manufacturer's authorized representative. The entire responsibility of the system, its operation, function, testing and complete maintenance for one (1) year after final acceptance of the project by the owner, shall also be the responsibility of the manufacturer's authorized representative.

4.02 EQUIPMENT MANUFACTURER'S REPRESENTATIVE

- A. All work described herein to be done by the manufacturer's authorized representative shall be provided by a documented factory authorized representative of the basic line of equipment to be utilized.
- B. As further qualification for bidding and participating in the work under this specification, the manufacturer's representative shall hold a valid C-10 Contractor's License issued by the Contractor's State License Board of [your state]. The manufacturer's representative shall have completed at least ten (10) projects of equal scope, giving satisfactory performance and have been in the business of furnishing and installing sound systems of this type for at least five (5) years. The

manufacturer's representative shall be capable of being bonded to assure the owner of performance and satisfactory service during the guarantee period.

- C. The manufacturer's representative shall provide a letter with submittals from the manufacturer of all major equipment stating that the manufacturer's representative is an authorized distributor. This letter shall also state the manufacturer guarantees service performance for the life of the equipment, and that there will always be an authorized distributor assigned to service the area in which the system has been installed.
- D. The contractor shall furnish a letter from the manufacturer of the equipment, which certifies that the equipment has been installed according to factory intended practices, that all the components used in the system are compatible and that all new portions of the systems are operating satisfactorily. Further, the contractor shall furnish a written unconditional guarantee, guaranteeing all parts and all labor for a period of five (5) years after final acceptance of the project by the owner.

4.03 INSTALLATION

- A. Plug disconnect: All major equipment components shall be fully pluggable by means of multi-pin receptacles and matching plugs to provide for ease of maintenance and service.
- B. Protection of cables: Cables within terminal cabinets, equipment racks, etc., shall be grouped and bundled (harnessed) as to type and laced with No. 12 cord waxed linen lacing twine or T & B "Ty-Rap" cable. Edge protection material shall be installed on edges of holes, lips of ducts or any other point where cables or harnesses cross metallic edge.
- C. Cable identification: Cable conductors shall be color-coded and individual cables shall be individually identified. Each cable identification shall have a unique number located approximately 1-1/2" from cable connection at both ends of cable. Numbers shall be approximately 1/4" in height. These unique numbers shall appear on the As-Built Drawings.
- D. Shielding: Cable shielding shall be capable of being connected to common ground at point of lowest audio level and shall be free from ground at any other point. Cable shields shall be terminated in same manner as conductors.
- E. Provide complete "in service" instructions of system operation to school personnel. Assist in programming of telephone system.

4.04 DOCUMENTATION

Provide the following directly to the Supervisor of Technology Service.

- A. Provide a printed copy of all field programming for all components in system.
- B. Provide one copy of all diagnostic software with copy of field program for each unit.
- C. Provide one copy of all service manuals, parts list, and internal wiring diagrams of each component of system.
- D. Provide one copy of all field wiring runs, location and end designation of system.

END OF SECTION

**THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE
RETURNED WITH SUBMITTAL**

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for “DETENTION CENTER INTERCOM SYSTEME UPGRADE” as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

DESCRIPTION	QTY.	PRICE EACH	TOTAL
Materials	1	\$ _____	\$ _____
Labor	1	\$ _____	\$ _____
Testing, Training, & Programming	1	\$ _____	\$ _____
Service Contract	1	\$ _____	\$ _____
Technical Support	1	\$ _____	\$ _____
Additional Weatherproof Intercoms	2	\$ _____	\$ _____
Additional Interior Intercoms	1	\$ _____	\$ _____
Speaker Replacement	1	\$ _____	\$ _____
Wire Replacement	per ft.	\$ _____	\$ _____
Optional Extended Warranty	1	\$ _____	\$ _____

Lot (Shop Drawings, Submittals, Check and Test, Misc.) \$ _____

TOTAL PROJECT COST: \$ _____

Additional items not listed above should be an attachment to the bid. The list above may or may not be exhaustive and all inclusive. Pricing should include any and all other products or materials needed as determined through the site visit evaluation. Indicate price, quantity and description of any items not listed above.

Service / Repair HOURS Price/Person/Hour:

Response for Service Time Frame _____

Daytime hours M-F Hours _____ \$ _____

Evening hours during M-F list hours _____ \$ _____

Weekend hours Saturday-Sunday List hours: _____ \$ _____

Travel Charges hourly min _____ Per hour \$ _____

Any other charges: _____

OTHER SERVICES: List warranties.

Vendor agrees to have the Work completed within ninety (90) calendar days of Notice to Proceed.
(Yes)____ (No) _____ CHECK One.

Is your company currently involved in any active litigation? (Yes)____ (No) _____ CHECK One.

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No) _____ CHECK One.

The Vendor agrees that their bid will be good for at least sixty (60) days unless otherwise indicated in the bid specifications.

NOTE: THIS BID FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS BID TO BE CONSIDERED VALID BY THE COUNTY.

Sign for Identification

Printed Name

Title

Email

REFERENCES

List three (3) references for which the Vendor has provided Goods/Services similar to those requested in the Bid Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

Sign for Identification

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write NONE) _____

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING
ADDENDA.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

_____ I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A

WICOMICO COUNTY MARYLAND STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Wicomico County (“County”) contracts. These provisions are not a complete agreement. The provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions.

This document and the Contract are intended to be complementary. If the terms and conditions and the Contract conflict, then the Contract will prevail.

The term “Contract” includes a document entitled “agreement” or other title denoting a contract. The Wicomico County Executive is the person authorized to enter contracts for Wicomico County.

Amendment. This Contract is the entire agreement between the parties. All other prior communications related to this Contract are superseded by this Contract. No amendment to this Contract is binding unless in writing and signed by the parties.

Bankruptcy. Upon the filing of a bankruptcy proceeding by or against the Contractor or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors:

- A. The Contractor must notify the County immediately; and
- B. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.

Compliance with Law. The Contractor warrants that:

- A. The executed Contract will be a valid obligation enforceable in accordance with its terms;
- B. Contractor will perform in a workmanlike manner and in accordance with applicable professional standards;
- C. Contractor is qualified to do business in the State of Maryland and that it will remain qualified;
- D. Contractor is not behind in the payment of any obligations due to the County and that it will not become behind during the term of this Contract;
- E. Contractor will comply with all applicable federal, State, local laws, regulations, and ordinances; and
- F. Contractor will obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under this Contract.

Contingent Fee Prohibition. The Contractor warrants that it has not directed anyone, other than its employee or agent, to solicit this Contract and that it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of this Contract.

Counterparts and Signature. This Contract may be executed in several counterparts, each of which may be an original and all of which will constitute the same instrument. Unless otherwise specified by the County, this Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of this Contract will have the same effect as an original signed copy.

Force Majeure. The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all

reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.

Governing Law. This Contract is governed by the laws of the State of Maryland and Wicomico County.

Indemnification. The Contractor will indemnify the County, its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims, or judgments (including Attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death, or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation applies to any acts, omissions, or negligent conduct, including acts or omissions of Contractor's agents or employees, except that it is not applicable to injury, death, or damage to the property arising from the sole negligence of Wicomico County, its officers, agents, or employees.

Independent Contractor.

- A. Contractor is an "Independent Contractor." Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor's performance. The Contractor will comply promptly with County requests relating to the emphasis to be placed on aspects of the work. But Contractor is responsible for determining the appropriate means and manner of performing the work.
- B. Contractor warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, and is not an officer, employee, or agent of the County.
- C. Contractor is responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation paid to Contractor.
- D. Contractor agrees to immediately provide the County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without the County's written consent, any obligation of the County to indemnify Contractor for any actions under this Contract.

Insurance Requirements.

- A. Contractor must obtain and keep in effect Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County prior to the time this Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage. Coverage must be written on an occurrence form.
- B. Contractor must obtain and keep in effect, automobile insurance on all vehicles used in this Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".
- C. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of this Contract.

- D. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

Nondiscrimination. Contractor may not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. Contractor agrees that this provision will be incorporated in all subcontracts related connection to this Contract.

Ownership of Documents and Materials; Intellectual Property.

- A. The Contractor agrees that all documents, including reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, or computations prepared for this Contract will be available to the County upon request and become the exclusive property of the County upon termination or completion of the services. The County has the right to use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- B. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the intellectual property.
- C. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by this Contract.

Payments. Payments to the Contractor pursuant to this Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will be charged at a rate of 6% per year.

Records. Contractor must maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. Contractor must maintain any other records pertinent to this Contract in a manner that clearly documents Contractor's performance. Contractor agrees that the County and its agents can all records of the Contractor that are relevant to this Contract. All relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of this Contract, or until the conclusion of any audit, controversy, or litigation related to this Contract, whichever is later. All subcontracts must comply with these provisions.

Remedies.

- A. Corrections of errors, defect and omissions. Contractor agrees to perform work necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to the County. The County's acceptance of the work will not relieve the Contractor of the responsibility of subsequent corrections of errors.
- B. Set Off. The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.

- C. Cumulative. These rights and remedies of County and Contractor are cumulative and without waiver of any other rights or remedies.

Responsibility of Contractor.

- A. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under this Contract.
- C. If the Contractor fails to perform the services in conformance with the standard set forth in subparagraph A above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

Severability/Waiver. If a court finds any term of this Contract to be invalid, the validity of the remaining terms will not be affected. The remaining terms will be construed as if the Contract did not contain the invalid term. The failure of either party to enforce any term of this Contract is not a waiver by that party.

Subcontracting or Assignment. The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County has the right to withhold consent for any reason the County deems appropriate.

Substance Abuse and Drug Testing. Contractors and its employees are subject to the County's policy on substance abuse and drug testing for the use, possession, or sale of drugs or alcohol while performing County business or while in a County facility. Violation or refusal to cooperate may result in a ban from County facilities or from participating in County operations.

Survival. The terms, conditions, representations, and all warranties contained in this Contract survive the termination or expiration of this Contract.

Termination. If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice to the Contractor. The notice will specify the cause for termination. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.

Termination of Contract for Convenience. Upon written notice, the County may terminate the Contract, in whole or in part, when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Termination of Multi-year Contract. If funds are not available for any fiscal period of this Contract after the first fiscal period, then this Contract will be cancelled automatically as of the beginning of unfunded fiscal period. The effect of termination of the Contract will be to discharge both the Contractor and the County from future performance of the Contract but not from their rights and obligations existing at the time of termination. The Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The County will notify the Contractor if it

has knowledge that funds are not available for the continuation of this Contract for a fiscal period beyond the first period.

Third Party Beneficiaries. The County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the terms of this Contract.

Time is of the essence. Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

Use of County Facilities. Contractor and its employees or agents have the right to use only those facilities of the County that are necessary to perform the services under this Contract. County has no responsibility for the loss, theft, disappearance of or damage to equipment, tools, materials, supplies, or other personal property of Contractor or its employees, subcontractors, or agents which may be stored on County premises.

Whole Contract. This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described and supersedes all prior agreements or bids, oral or written, and all other communication between the parties relating to the subject matter of this Contract.