



## Quotation

1906-0192

**Customer Name:** Blount County Government  
**Prepared For:** Katie Kerr  
**Address:** 385 Court Street  
**City, State, Zip:** Maryville, TN 37804-5906  
**Date:** July 22, 2019  
**RFP Number:** 2018-2521

**Installation Locations:**

**William Blount 9<sup>th</sup> Grade Academy**  
**1126 William Blount Drive**  
**Maryville, TN 37801**

**William Blount High School Vocational Building**  
**227 County Farm Road**  
**Maryville, TN 37801**

**William Blount High School**  
**219 County Farm Road**  
**Maryville, TN 37801**

**Samuel Everett School of Innovation**  
**1500 Jett Road**  
**Maryville, TN 37804**

**Heritage High School and Vocational**  
**3741 East Lamar Alexander Parkway**  
**Maryville, TN 37804**

**Carpenters Middle School**  
**920 Huffstetler Road**  
**Maryville, TN 37803**

**Eagleton Middle School**  
**2610 Cinema Drive**  
**Maryville, TN 37804**

**Heritage Middle School**  
**3737 East Lamar Alexander Parkway**  
**Maryville, TN 37804**

**Union Grove Middle School**  
**334 S. Old Grey Ridge Road**  
**Friendsville, TN 37737**

**Sheriffs Department and E911 Center**  
**1431 William Blount Drive**  
**Maryville, TN 37801**

**Status Solutions Contact: Marshall Taylor**  
**Contact Email: mtaylor@statussolutions.com**  
**Contact Telephone: (614) 316-2822**

## **I. Status Solutions Overview**

Status Solutions provides situational awareness solutions with expertise in vertical markets such as education, senior housing, healthcare, manufacturing and government. The Situational Awareness and Response Assistant (SARA) is an automated alerting system and awareness engine that sends voice and text alerts via phone, email, etc. SARA provides a wireless sensor network, integration tools (to existing systems and devices) and broadcast communication in a single solution.

This rich set of capabilities resides on a single technology platform, allowing facilities to utilize one system to turn all your alarms into managed alerts and seamlessly provide Life Safety Assurance, Security Monitoring, Environmental Awareness and Mass Notification.

With a combination of skills in computer telephony integration, as well as practical experience in the delivery of monitoring and notification tools, Status Solutions is a focused growing company, with customer satisfaction as their top priority.

Our mission is to keep people informed. With our innovative alerting solutions delivered by SARA, you can be aware of any situation occurring in your facility. Because right now matters most.

## **II. Project Overview**

Status Solutions will implement the SARA (Situational Awareness and Response Assistant) solution in a virtual environment with physical server located at 1431 William Blount Drive, Maryville, TN 37801. SARA will monitor, alert, and report events from locations listed above. Events will be triggered from SARA's dashboard, SARA's eMessenger desktop application, mobile duress devices, environmental sensors and fixed duress via the burglar panel. Blount County staff and school personnel will receive alerts via screen-pops from SARA's eMessenger desktop to include video paging where cameras are available. Alerts will also be sent via SARA's dashboard, SARA's eMessenger mobile application, 2-way radios, phone calls, text messages and e-mails.

Status Solutions will install a 900MHz mesh network to monitor wireless sensors at the five (5) locations included in the RFP and the four (4) additional Middle Schools. Repeater maps for the locations outlined have been supplied to Blount County during the RFP process.

## **III. System Architecture & Integration**

SARA is a universal notification tool designed to monitor alerting events and provide a common method for managing the delivery of alerts. Each triggering event is logged in the system's database and retained for reporting purposes. When a monitored event occurs, a notification transmits, and the event logs into the database. Alerts are controlled through modes and actions programming resident on the software.

SARA is Windows based and includes a browser-based user-Interface and text-to-speech capability for alert delivery. We use an open-architecture design with industry standard protocols

that lets us partner with third-party providers of alerting devices, communications servers, and wireless infrastructures. SARA supports a wide variety of software interfaces in order to optionally integrate a diverse set of controllers including but not limited to fire panels, emergency call systems, security alarm panels, CCTV, access control systems, 2-way radio systems, and wall boards.

SARA can interface with a 902-928 MHZ wireless infrastructure and support a wide variety of wireless sensors for any type of environment. The wireless infrastructure consists of network coordinator, serial to IP converter, wireless interface license, repeaters, SPS location licenses, and the wireless sensors needed to fulfill the application.



## IV. Solution Proposal

### SARA with SARA's Positioning System:

#### SARA Server Equipment:

(1)	SSSFTWR-VM	SARA software for Virtual Machine w/ SMARRT plan (year 1)
(1)	SSNETCRD-EN	Network Coordinator
(1)	SSINO	Wireless Interface
(1)	SSSIP	Serial to IP Converter

Total Equipment Cost:	\$34,287.38
Installation/Programing/Training:	\$ 4,808.00
Shipping:	\$ 25.00
<b>TOTAL:</b>	<b>\$39,120.38 *</b>

#### Other Core Equipment:

(1)	SSLDAP	LDAP Interface
(1)	SSNETCRD-EN	Network Coordinator
(1)	SSINO	Wireless Interface
(1)	SSEOS	Eyes of SARA server license
(1)	SSSIP-SARA	SIP on SARA server license
(1)	SSSFTWR-VM1	SARA software for Virtual Machine additional license
(1)	SSDEVLIC-AT	Device Tracking License (Up to 10 devices)
(1)	SSCISCO	Cisco Integration
(1)	SSVPE-SIP1	SIP Voice License plus initial 8 ports
(1)	SSIPROUT	IP Relay with 4 Outputs
(1)	SSAC	Access Control Interface
(1)	SSPGI	Intercom System integration

Total Equipment Cost:	\$22,753.38
Installation/Programing/Training:	TBD based on scope of work
Shipping:	\$ 25.00
<b>TOTAL:</b>	<b>\$22,778.38 *</b>

#### 9th Grade Academy Equipment:

(2)	SSSIP	Serial to IP Converter		
(1)	SSFIR	Fire Panel Interface	SFTW	18,000.00
(1)	SSUPS	Uninterruptable Power Supply		
(1)	SSNETCRD-EN	Network Coordinator		79,898.76
(1)	SSINO	Wireless Interface		
(12)	SSRPT-EN	Wireless Repeater	SCHOOLS SHARE	X 72%
(2)	SSNEMA-EN	NEMA Enclosure Box		
(12)	SSSPSLIC	SPS License (1 per repeater)		57,527.11 ①

Total Equipment Cost:	\$19,489.23
Installation/Programing/Training:	\$12,512.00
Shipping:	\$ 40.00
<b>TOTAL:</b>	<b>\$32,041.23 ①</b>

$$\Sigma \textcircled{1} = 232,000.90 \text{ HS} + \text{SESI}$$

$$\Sigma \textcircled{4} = 106,123.92 \text{ MS} \quad \textcircled{5} = \$120 \times 250 = 30,000 \text{ MOBIL PANIC BUTTON DEVICE}$$

**William Blount High School Vocational Building Equipment:**

(2)	SSSIP	Serial to IP Converter
(1)	SSFIR	Fire Panel Interface
(1)	SSUPS	Uninterruptable Power Supply
(1)	SSNETCRD-EN	Network Coordinator
(1)	SSINO	Wireless Interface
(11)	SSRPT-EN	Wireless Repeater
(1)	SSNEMA-EN	NEMA Enclosure Box
(11)	SSSPSLIC	SPS License (1 per repeater)

Total Equipment Cost:	\$18,450.95
Installation/Programing/Training:	\$10,632.00
Shipping:	\$ 45.00
<b>TOTAL:</b>	<b>\$29,127.95</b>

**William Blount High School Equipment:**

(2)	SSSIP	Serial to IP Converter
(1)	SSFIR	Fire Panel Interface
(1)	SSUPS	Uninterruptable Power Supply
(1)	SSNETCRD-EN	Network Coordinator
(1)	SSINO	Wireless Interface
(20)	SSRPT-EN	Wireless Repeater
(5)	SSNEMA-EN	NEMA Enclosure Box
(20)	SSSPSLIC	SPS License (1 per repeater)

Total Equipment Cost:	\$28,726.18
Installation/Programing/Training:	\$17,240.00
Shipping:	\$ 55.00
<b>TOTAL:</b>	<b>\$46,021.18</b>

**Everett School of Innovation Equipment:**

(2)	SSSIP	Serial to IP Converter
(1)	SSFIR	Fire Panel Interface
(1)	SSUPS	Uninterruptable Power Supply
(1)	SSNETCRD-EN	Network Coordinator
(1)	SSINO	Wireless Interface
(8)	SSRPT-EN	Wireless Repeater
(1)	SSNEMA-EN	NEMA Enclosure Box
(8)	SSSPSLIC	SPS License (1 per repeater)

Total Equipment Cost:	\$15,083.68
Installation/Programing/Training:	\$ 5,816.00
Shipping:	\$ 45.00
<b>TOTAL:</b>	<b>\$20,944.68</b>

**Heritage High School and Vocational Equipment:**

(2)	SSSIP	Serial to IP Converter
(1)	SSFIR	Fire Panel Interface
(1)	SSUPS	Uninterruptable Power Supply
(1)	SSNETCRD-EN	Network Coordinator
(1)	SSINO	Wireless Interface
(19)	SSRPT-EN	Wireless Repeater
(5)	SSNEMA-EN	NEMA Enclosure Box



(19) SSSPSLIC SPS License (1 per repeater)

Total Equipment Cost:	\$27,603.75
Installation/Programing/Training:	\$18,680.00
Shipping:	\$ 55.00
<b>TOTAL:</b>	<b>\$46,338.75</b> ①

**Carpenters Middle School Equipment:**

(2)	SSSIP	Serial to IP Converter
(1)	SSFIR	Fire Panel Interface
(1)	SSRKUPS-V3	Rackmount Uninterruptable Power Supply
(1)	SSNETCRD-EN	Network Coordinator
(1)	SSINO	Wireless Interface
(12)	SSRPT-EN	Wireless Repeater
(2)	SSNEMA-EN	NEMA Enclosure Box
(12)	SSSPSLIC	SPS License (1 per repeater)

Total Equipment Cost:	\$14,966.14
Installation/Programing/Training:	\$12,512.00
Shipping:	\$ 70.00
<b>TOTAL:</b>	<b>\$27,548.14</b> ④

**Eagleton Middle School Equipment:**

(2)	SSSIP	Serial to IP Converter
(1)	SSFIR	Fire Panel Interface
(1)	SSRKUPS-V3	Rackmount Uninterruptable Power Supply
(1)	SSNETCRD-EN	Network Coordinator
(1)	SSINO	Wireless Interface
(10)	SSRPT-EN	Wireless Repeater
(2)	SSNEMA-EN	NEMA Enclosure Box
(10)	SSSPSLIC	SPS License (1 per repeater)

Total Equipment Cost:	\$13,282.50
Installation/Programing/Training:	\$10,132.00
Shipping:	\$ 65.00
<b>TOTAL:</b>	<b>\$23,479.50</b> ④

**Heritage Middle School Equipment:**

(2)	SSSIP	Serial to IP Converter
(1)	SSFIR	Fire Panel Interface
(1)	SSRKUPS-V3	Rackmount Uninterruptable Power Supply
(1)	SSNETCRD-EN	Network Coordinator
(1)	SSINO	Wireless Interface
(12)	SSRPT-EN	Wireless Repeater
(2)	SSNEMA-EN	NEMA Enclosure Box
(12)	SSSPSLIC	SPS License (1 per repeater)

Total Equipment Cost:	\$14,966.14
Installation/Programing/Training:	\$12,512.00
Shipping:	\$ 70.00
<b>TOTAL:</b>	<b>\$27,548.14</b> ④

**Union Grove Middle School Equipment:**

(2)	SSSIP	Serial to IP Converter
(1)	SSFIR	Fire Panel Interface
(1)	SSRKUPS-V3	Rackmount Uninterruptable Power Supply
(1)	SSNETCRD-EN	Network Coordinator
(1)	SSINO	Wireless Interface
(12)	SSRPT-EN	Wireless Repeater
(2)	SSNEMA-EN	NEMA Enclosure Box
(12)	SSSPSLIC	SPS License (1 per repeater)

Total Equipment Cost:	\$14,966.14
Installation/Programing/Training:	\$12,512.00
Shipping:	\$ 70.00
<b>TOTAL:</b>	<b>\$27,548.14</b> ④

**Sheriffs Department and E911 Center Equipment:**

Installation/Programing/Training:	<b>\$6,816.00</b>
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**Staff Mobile Duress Device Equipment:**

(800)	SSPND-EN-SM	Mobile Panic Button with neck lanyard
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Total Equipment Cost: (120/ea)	\$96,000.00
Shipping:	\$ 120.00
<b>TOTAL:</b>	<b>\$96,120.00</b> ⑤

**TOTAL PROJECT PRICE:** \$445,432.47 + 18,000 = 463,432.47  
 CO. SHARE SERV./SPT - 22,371.65  
 E911 - 2,816.00  
**434,244.82**

**Note:** The design and bill of materials are subject to change after a site survey is completed in each building. Labor may also be adjusted, as the project plan is finalized. Repeater quantities reflected on this quotation are estimates. Should additional quantities be required during the installation process, the prices will be reflected in the final invoice.

**THIS QUOTATION IS VALID FOR NINETY DAYS. AFTER NINETY DAYS, THE PRICES AND TERMS OF THE PROPOSAL WILL REQUIRE RE-QUOTING.**

**Note:** Status Solutions offers a warranty of one year on the equipment and devices that it provides for customers (please see detailed warranty listed in this quotation). Should the customer wish an extended warranty agreement on equipment and/or an extended Network Operations agreement for extended monitoring, free software updates, and disaster recovery back-ups, the customer may request those agreements from Status Solutions.

## V. Status Solutions SMARRT Plan

Each SARA server comes with a Status Solutions SMARRT (Support, Maintenance and Rapid Response Team) Plan as a best practice to help maximize the performance, uptime and ROI of the SARA system. Through our Network Operations Center (NOC), we maintain an IP connection to monitor and backup a SARA system. The first year of service for the SMARRT Plan, our core support plan for SARA, is included in the above price. At the end of the first year, Status Solutions will contact you to arrange advance payment for the second and subsequent years. The SMARRT Plan for SARA features:

- Software maintenance and upgrades in accordance with our freshness model
- 24-7-365 remote system monitoring and notification of major system errors
- Help desk and remote training from 8 a.m. to 8 p.m. EST Monday-Friday excluding holidays
- Emergency remote support from 8 a.m. to 8 p.m. EST Monday-Friday excluding holidays
- Daily programming and weekly event history backups
- Our software freshness model also includes our latest enhancements, SARA's eMessenger and CATIE Web.
  - SARA's eMessenger is an advanced alerting capability delivering browser-based, pop-up alerts to networked desktops/laptops. Five (5) user licenses are included with the purchase of a Status Solutions SMARRT 24/7 Plan, with additional user licenses available for purchase. Add-on licenses for tablets and/or smartphones also may be purchased for use with SARA enterprise solutions. Note: Labor charges will apply if onsite support is requested.
  - CATIE Web is a browser-accessible solution that provides the functionality of the traditional CATIE in-room portal in a web format that can be accessed anywhere using a laptop or personal computer. CATIE Web includes bulletin board messaging, event and dining calendars, personal contacts, a video gallery, community/staff directories, surveys, request services, document repository and check-in.

## VI. Regular Payment Terms

### Payment Terms:

One half of project price is due at contract signing+ shipping	<b>\$222,716.24</b>
Forty percent of project price is due immediately upon delivery of equipment. Equipment will not be <u>installed</u> until receipt of the second payment	<b>\$178,172.99</b>
Ten percent of project price is due immediately upon completion of installation.	<b>\$ 44,543.25</b>

**Note:** It is determined that a project is complete when (1) all equipment is successfully installed and tested, 2) the facility is receiving beneficial use of the system.

**Late Payment Charges:** Late payments will be assessed a penalty of 1.5% monthly on the unpaid balance. If payments are late, customers will receive an adjusted invoice indicating the additional late payment charges.

For HUD Projects: **If the project is financed by HUD, the frequency and timeliness of HUD's payments will not interfere with timely payments to Status Solutions. HUD's audits and payments will not be a consideration in payments to Status Solutions.**





## **VII. Site Installation Responsibilities**

Upon acceptance and signature of this quotation, Status Solutions will issue a formal Scope of Work (SOW) for this project. This SOW will include a detailed list of all customer and Status Solutions responsibilities for project implementation and must be signed by both the customer and Status Solutions prior to deployment of installation resources. The SOW will include but not be limited to the following areas:

### **Status Solutions Site Work**

The site work by Status Solutions will include the following:

- Installation of the SARA Server in the designated equipment room.
- Installation of the Network Coordinators (Receivers) – locations to be determined.
- Installation of the Repeaters throughout the Customer Site.
- Activation of the wireless interface license and SPS licenses.
- Activation of the wireless pendants
- Activation of all software interfaces
- Programming of the SARA Server to ensure that alerts are delivered and processed according to Blount County Government's requirements.
- Installation and programming of fixed duress devices.

### **Status Solutions Training**

- System administrator training provided on-site.
- Remote training provided to administrator and designated personnel.

### **Blount County Government's Responsibilities**

The following requirements provided by customer must be met prior to the arrival of the Status Solutions engineer:

- Provide a local facility contact for Status Solutions Installation Team that can discuss power source locations for wireless repeaters, server room access and other details as they arise.
- Upon the arrival of the Status Solutions on-site personnel, customer will assign an overall system administrator that will take responsibility for learning the proper administration of the software. Status Solutions will assist in the training of this administrator.
- The customer site contact will provide a processing plan for the alerts by designated time period (i.e. destination of alert deliveries) and a description of how the monitored devices should be grouped and identified. Status Solutions will provide a guide for the collection of this information.
- Equipment room for SARA Server will include available 2U rack space, 120 VAC dedicated circuit, and an Ethernet drop.
- 110 v power receptacles are needed for each Serial Receiver and Repeater.
- There should be a connection available for the Serial Receiver to be connected to the local UPS.
- IP Connections for SARA Server will be High Speed Broadband Access (with persistent signal), including Static IP Address. This will enable Status Solutions to provide efficient 24-hour support to customer, it is essential that customer provide remote access to the server for status solutions. Please assure that this requirement is met once installation begins and remains in place in order for Status Solutions to provide annual NOC Support.
- Telephony Connections (if required) for SARA will consist of 4 analog lines with dial tone.
- Building Code for Devices to be installed.

## VIII. Addendum A – Warranty &amp; Liability

Signature below indicates acknowledgement and acceptance of Addendum A, as well as the terms and conditions outlined in the Quotation.

**Status Solutions, LLC****Purchasing Agent, Blount County Government**\_\_\_\_\_  
**Authorized Signature****Date**\_\_\_\_\_  
**Authorized Signature****Date**

*For [Signature] 8/8/19*  
*Blount Co. Schools*  
*Director*

**Approved as to form, Craig Garrett**\_\_\_\_\_  
**Authorized Signature****Date*****Thank you for your interest in Status Solutions.***

**Addendum A****Status Solutions, LLC's Limited Warranty/Limited Liability Statement**

**LIMITED WARRANTY** **a. Equipment Sale/Lease.** The initial\* hardware and software of all Status Solutions, LLC (hereinafter, "Status Solutions") equipment sold or leased, all related software licensed by Status Solutions, and all services provided by Status Solutions or its authorized agents relative thereto, to the End User pursuant to a Status Solutions "Sale Agreement" or a "Status Solutions Lease Agreement", shall be referred to collectively herein as the "Product". If the underlying transaction is a sale of Product, "Sale Agreement", as used herein, refers to the Status Solutions' Sale Agreement to which this Limited Warranty/Limited Liability Statement is attached. If the underlying transaction is a lease of Product, then "Lease Agreement", as used herein, refers to the Status Solutions' Lease Agreement to which this Limited Warranty/Limited Liability Statement is attached. All capitalized terms used herein not specifically defined herein shall have the meaning set out in the subject Sale/Lease Agreement, as the case may be. Status Solutions warrants, solely to the End User/Lessee of the Product, that under normal operating conditions (a) the Product's computer hardware and associated hardware devices and equipment (except for fuses, lamps and other consumables) will be free from defects in material and workmanship and (b) the Product's software will perform substantially in accordance with the subject Product's specifications as published by Status Solutions at the time of the execution of the Sale/Lease Agreement, as the case may be, in the case of a sale for a period of one (1) year from and after the date of manufacture stamped on the Product but, if there is no such date stamped on the Product, then for a period of one (1) year from and after the date of installation, provided however, in the case of a lease of Product the warranties and limitations set out in (a) and (b) above in each case remain in effect for so long as the Lease Agreement remains in effect. Unless specifically provided otherwise in the applicable Sale or Lease Agreement, this warranty does not cover costs associated with installation, removal, or reinstallation of the Product. Status Solutions does not warrant that the Product is compatible with any devices, systems or applications, or any other hardware, software or other equipment (the "equipment"), unless the equipment in question is being distributed by Status Solutions at the time of the execution of the Sale/Lease Agreement, as the case may be.

\*Repairs/replacements made by Status Solutions or its authorized repair agent are warranted for a period of sixty (60) days or for the balance of the initial warranty, whichever is greater, in the case of a sale of Product and for so long as the Lease Agreement is in effect in the case of a lease of Product.

**b. Support, Maintenance and Rapid Response Team Agreement ("SMART Agreement").** As to Status' SMART Agreements, Status Solutions warrants, solely to the End User, that Status Solutions will substantially perform all of its material obligations set out in the subject SMART Agreement in a good, workmanlike and timely manner,

**EXCLUSIVE WARRANTY** The Limited Warranties set out above are exclusive, being in lieu of all other warranties, express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

**STATUS SOLUTIONS' SOLE OBLIGATION** Status Solutions' sole obligation under the above Sale/Lease warranties or under any other legal obligation with respect to the Product, whether based upon contract, indemnity, warranty, tort, negligence, strict/product liability, wrongful death or any other theory, is to repair or replace, at its option, the Product, free of charge, if the Product is deemed defective by Status Solutions during the applicable warranty period, with refurbished or new equipment or parts, at Status Solutions' option, when the Product is returned to Status Solutions, freight or postage prepaid, during the applicable warranty period, provided however, in the sale of Product if Status Solutions is not able, using reasonable efforts, to cure or correct a

defect, Status Solutions' sole obligation shall then be to refund an equitable portion of the price Status Solutions was paid for the Product.

**EXCLUSIONS** The above warranties do not apply if, in the sole judgment of Status Solutions, the Product, or any part(s) or component(s) thereof, have been used in combination or in assembly with hardware or software (unless being distributed by Status Solutions at the time of the Sale/Lease Agreement as set above) by Status Solutions, or any Part(s) or component(s) thereof have been improperly handled, misused, abused, altered, tampered with, accidentally damaged, or damaged or malfunction or fail to function due to neglect, negligence, contamination (by liquid or otherwise) or as a result of any other causes beyond Status Solutions' reasonable control, including extraordinary wear and tear and acts of God such as fire, flood, water, lightning or other incidence of excessive or insufficient (or lack of) voltage or failure to follow instructions. Repair, wiring or rewiring or alteration of the Product, or misuse of the Product's features or re-engineering of the Product, other than as specifically authorized by Status Solutions or its authorized repair agent in writing, is prohibited and will void this warranty.

**ADDITIONAL EXCLUSIONS: DISABLING OR BYPASSING FEATURES/FUNCTIONS** STATUS SOLUTIONS DOES NOT WARRANT THAT THE SAFETY AND ALERTING/ SIGNALING FEATURES/FUNCTIONS OF A PRODUCT ARE INVULNERABLE OR IMMUNE FROM OPERATOR ERROR OR FROM BEING DISABLED, MISUSED, BYPASSED OR OTHERWISE DEFEATED OR THAT SUCH FEATURES/FUNCTIONS WILL PREVENT UNAUTHORIZED/FRAUDULENT USE.

**LIMITATION OF LIABILITY** Without expanding upon the foregoing warranties or Status Solutions' contractual obligations set out in the Sale, Lease or SMARRT Agreements (collectively, the "Agreements") the maximum liability of Status Solutions for any breach of the Agreements or under any warranty, statutory, express or implied, regardless of the theory of liability, whether based on contract, tort, negligence, strict liability or otherwise, is limited to: (i) the Service Fee (as defined in the SMARRT Agreement); (ii) that portion of the Purchase Price (as defined in the Sale Agreement) paid to Status Solutions pursuant to the Sale Agreement; or (iii) the lease payments made to Status Solutions pursuant to the Lease Agreement. Status Solutions shall have no responsibility for damage to property or any other loss or injury (including death), including consequential, incidental, or indirect damages, such as loss of profits or loss of business information, damages due to business interruption or any other pecuniary loss, even if Status Solutions has been advised of the possibility of such damages, or punitive damages, resulting from any provision of Services or Product (whether by sale or lease) by Status Solutions hereunder or in connection herewith, regardless of the basis for the claim or the theory of liability. The End User's exclusive warranty and remedy, and that of the persons being monitored by the End User in conjunction with the SARA System, or any party claiming by or through such persons or the End User, shall be only as stated herein. As used in this "Limitation of Liability" section, "Status Solutions" shall include its directors, officers, employees and agents, and any personal representative(s) therefore.

**Addendum B****Governing Law and Venue**

Any contract awarded or agreement entered into shall be governed and interpreted pursuant to the laws of the State of Tennessee, without regard to conflict of law principles. Such contract shall govern the construction, interpretation and performance of any such contract or agreement. Further, any and all legal proceedings or litigation arising out of or in conjunction with any such contract or agreement reached, shall have venue lie in Blount County, Tennessee, and any such legal proceeding shall be brought in Blount County, Tennessee. The Parties agree to the jurisdiction of the Blount County, Tennessee, courts.

**Indemnification and Insurance**

Any and all obligation of Blount County to provide indemnification is subject to the limits of liability set forth in the Tennessee Government Tort Liability Act found at T.C.A. § 29-20-101 et. seq. and Blount County's obligation to provide indemnification is limited to the limits of liability set forth for a governmental entity under said Act.



1905-0193

## Innovations Sales Agreement

**Customer Name:** Blount County Government  
**Prepared For:** Katie Kerr  
**Address:** 385 Court Street  
**City, State, Zip:** Maryville, TN 37804-5906  
**Date:** June 26, 2019  
**RFP Number:** 2018-2521

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**Installation Locations:**

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**Status Solutions Contact: Marshall Taylor**  
**Contact Email: mtaylor@statusolutions.com**  
**Contact Telephone: (614) 316-2822**

## **I. Project Overview**

This contract will include ten locations on one SARA server for a period of 12 months. Status Solutions to provide, unlimited software applications on the following solutions included under this Innovation Agreement.

- One-touch alerting, response and escalation through preprogrammed, customized dashboards on smartphones for better workflow and collaborative care – SARA's eMessenger Mobile
- Deliver live video from security cameras to desktops for eyes on unfolding events to better inform and speed response – Video Paging
- Workflow management dashboard for desktop for alerting and reporting – SARA's eMessenger Desktop
- Broadcasts emergency alerts and other content/announcements through CCTVs – SARA TV
- Mass notification application for effective alerting for various notifications
- Wide Area Mobile duress to have a one button alerting communication device to be able to communicate to ask for immediate help.
- Browser Based CATIE solution – provide access to community information and activities via customizable browser-based application.

Before the software is implemented, additional technical discovery will need to be done to execute the proper requested solutions to meet the needs desired.

## **II. Features**

- Unlimited software licenses for pop-up alerts with video paging to networked desktops/laptops, with unlimited camera licenses included for one (1) year
- Unlimited software licenses for SARA's eMessenger Mobile dashboard solution for iPhones included for one (1) year
- Digital signage software via CCTV or computer monitor for one (1) year
- Unlimited licenses for the CATIE browser-based solution for one (1) year
- Unlimited users for emergency mass notification alerts via voice calls, text alerts, and email alerts for one (1) year



- Unlimited user licenses for wide area mobile duress application for one (1) year (\$300 set up fee per device still applies)

\*Only software licenses are included in this Agreement. All hardware and network connectivity must be provided by the customer. Implementation fees will be quoted by a Status Solutions Valued Business Partner (VBP).

### III. Hardware/Network Requirements

The customer is required to provide all hardware necessary to operate the solutions they opt to utilize within this agreement. As Status Solutions does not provide and cannot control the network infrastructure (Wi-Fi, cellular, Internet service, etc.) required for these solutions, Status cannot guarantee service level or performance related to that infrastructure. The individual infrastructure providers are responsible for their performance. However, Status Solutions does maintain documented best practices shown below that, when followed, yields maximum performance.

#### General Network Requirements

Unacceptable delays or connection instabilities arising during the site surveys or after deployment are usually first addressed by ensuring that the following practices are in effect. Networks that implement or comply with the following practices and levels of service have been shown to increase the performance and reliability of the solutions. We **strongly** recommend that they be implemented.

If the recommended network and/or core infrastructure requirements detailed below are not met and CATIE or SARA's eMessenger functionality is affected, Status Solutions cannot be held responsible for poor performance, feature dysfunction, or other unmet deliverables. Status Solutions will likewise not be responsible for additional costs associated with improving CATIE/SARA's eMessenger performance or network upgrades.



Network	Best Practice	Notes
Cellular	4G/LTE in all applicable areas.	3G has proven unreliable for VoIP
WiFi	802.11n	2.4GHz required, 5GHz recommended to be available.
WiFi/LAN	Segregated/Dedicated VLAN for CATIE, SeM and Mobile Devices	Business-class (not residential class) network switches that are VLAN capable
WiFi/LAN	Quality of Service (QoS) capable.	Network traffic prioritization for voice/video-based communication. <b>Strongly</b> advised if no segregation or VLAN is available.
Cellular/Wifi	Solid RF Coverage	Covers the entirety of the desired coverage zone with more than minimal signal strength. Area should include but not be limited to rooms, common areas, stairwells, hallways/corridors, outdoor areas, etc.
Internet (WAN)	Internet bandwidth and latency metrics sufficient for the number of expected simultaneous VoIP conversations, video transfers, alerting, mobile device management, and remote support access	

Please note that any changes to the infrastructure that can potentially affect network performance should involve pre-planning with Status Solutions and staff to ensure services continue with minimal disruption.

It is recommended that the customer notify Status Solutions of any upcoming changes to the network in advance in order to help ensure maximum service with minimal downtime.

### Network Site Survey

The SARA's eMessenger and CATIE applications are multimedia solutions that depend on highly reliable Wi-Fi and cellular network infrastructures to operate properly.

Prior to scheduling CATIE/SARA's eMessenger installation, customer network validation and testing is required.

Existing networks will be tested and qualified for CATIE/SARA's eMessenger by a certified Status Solutions partner. These Site Surveys will be conducted during the discovery and deployment phases to help provide assurance that the solutions will perform as expected in the customer's environment.

Testing will include confirmation of overall performance and stability based on CATIE/SARA's eMessenger and customer needs. Any additional equipment or services needed to comply with CATIE/SARA's eMessenger standards will need to be implemented prior to deployment. Status Solutions staff will work closely with customer and IT network staff to help resolve issues arising from the Network

Site Surveys. This validation will occur at least one (1) month prior to full CATIE/SARA's eMessenger installation.

Please note that favorable site surveys are by no means a guarantee that there will be no problems with communication once the application is fully deployed. It does, however, provide the opportunity of detecting and addressing likely network-related issues, lessening the risk of problems after deployment.

### **Device Hardware**

Technology moves fast, so to ensure our customers have the best possible outcomes Status Solutions maintains an up to date hardware requirements document on both its Partner (<http://www.statussolutions.com/portal/partner>) and Customer (<http://www.statussolutions.com/portal/customer>) Portals. Hardware compliant with the specifications listed there, as of the exercise date<sup>1</sup> of the chosen solution, is required in order to exercise the offerings within this contract. If you have any questions, please contact your Status Solutions representative.

**\*Customer will be responsible for providing cellular connectivity to all devices with inadequate Wi-Fi connection.**

### **IV. Installation Guidelines**

- SARA Server sold separately
  - V3 SARA Server and above required.
- Mobile Dashboards
  - Software Installation
    - Server software installation – allow a half (1/2) day for VBP professional services
    - Device software installation – allow one (1) day for VBP professional services for every 12 devices
  - SIP Feature Installation
    - Allow a half (1/2) day for VBP professional services
- Desktop Alerts with Video Paging
  - The appropriate Status Solutions Engineer will assist with scope and design of video paging capability in conjunction with our video partner.
  - For existing networks, we advise obtaining an architectural diagram of the network, including information on current bandwidth.
  - For scope and design, the following information will be required:
    - Make/model of existing cameras,
    - IP or analog identification
    - Resolution and frame setting requirements
    - Wired or wireless definition
    - Number of current cameras both inside and outside
  - Status Solutions and our video partner will make every effort to work with existing cameras, but camera modifications/enhancements may be required for some applications. Professional services may apply.
  - Please note that professional services will be required for remote-site configuration, server configuration, and camera/client configuration, all priced on a per-site basis.
  - Professional services also are available for standard and advanced map graphics.
- Digital Signage via TV

<sup>1</sup> The "exercise date" is either the date upon which the customer notifies Status that it will be exercising a solution from this contract or the date of the hardware purchase made for that effort – whichever is later.

- A site survey will need to be completed to ensure the proper Coax configuration and equipment (Modulator/Demodulator) and internal channel options have been installed
- Installation should take approximately two (2) to four (4) days based on the Coax provider and internal channel options available
- CATIE Web browser-based solution
  - Google Chrome browser should be installed on any desktop used to access CATIE Web
  - Provide staff, resident, dining, events data for initial input into the solution
- Wide Area Mobile Duress
  - Certain network requirements will need to be met in order for full solution functionality to be achieved
  - Provide staff coordination contact
- Emergency Mass Notification
  - Certain network requirements will need to be met in order for full solution functionality to be achieved
  - Provide staff coordination contact

#### V. Pricing

<b>SSINNOVATE            Innovation Agreement</b>	<b>\$18,000.00</b>
<b>(\$1,500.00/ month for 12 months)</b>	

<b>TOTAL PROJECT COST:</b>	<b>\$18,000.00**</b>
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**\*Please provide Tax exempt certificate if tax exempt.**

**\*\*Labor is not included in this proposal.**

## VI. Terms

**Term Length:** Initial term of 12 months

**Subscription Period:** Subscription period to begin upon the successful installation and testing of the software, along with the customer's signature on the project completion form.

**Payment Terms:** One hundred percent (**100%**) is due at contract signing.

**Renewal Terms:** At the end of the 12-month term, contract will automatically renew, and annual fees will become due and payable by customer (price TBD and future innovations may be included). If either party does not wish to renew the annual contract, a 60-day notice is required.

- **Credit Card Payments:** If the Customer pays by credit card, the Customer will be assessed a fee of 3% on each payment made via credit card.
- **Late Payment Charges:** Late payments will be assessed a penalty of 1.5% monthly on the unpaid balance. If payments are late, the Customer will receive an adjusted invoice indicating the additional late payment charges.
- **For HUD Projects:** **If the project is financed by HUD, the frequency and timeliness of HUD's payments will not interfere with timely payments to Status Solutions. HUD's audits and payments will not be a consideration in payments to Status Solutions.**
- **Note:** Status Solutions and Blount County Government agree to establish the privilege of mutual reference, meaning the mention and use of each other's company name for marketing and PR purposes is acceptable by both parties. Status Solutions will ensure Blount County Government is aware and approves activities in advance of release. Both parties agree to keep information related to intellectual property confidential.
- **THIS PROPOSAL IS VALID FOR 30 DAYS. AFTER 30 DAYS, THE PRICES AND TERMS OF THE PROPOSAL WILL REQUIRE RE-QUOTING.**

## VII. Addendum A – Warranty & Liability

Signature below indicates acknowledgement and acceptance of Addendum A, as well as the terms and conditions outlined in the sales agreement

**Status Solutions, LLC**

**Purchasing Agent, Blount County Government**

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

*For Blount Co. Schools*  
*8/8/19*  
*Director*

*Approved as to form, Craig Garrett*

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

*Thank you for the opportunity to work with you  
in implementing innovative situational awareness technology.*

**Addendum A**

**Status Solutions, LLC's Limited Warranty/Limited Liability Statement**

**LIMITED WARRANTY a. Equipment Sale/Lease.** The initial\* hardware and software of all Status Solutions, LLC (hereinafter, "Status Solutions") equipment sold or leased, all related software licensed by Status Solutions, and all services provided by Status Solutions or its authorized agents relative thereto, to the End User pursuant to a Status Solutions "Sale Agreement" or a "Status Solutions Lease Agreement", shall be referred to collectively herein as the "Product". If the underlying transaction is a sale of Product, "Sale Agreement", as used herein, refers to the Status Solutions' Sale Agreement to which this Limited Warranty/Limited Liability Statement is attached. If the underlying transaction is a lease of Product, then "Lease Agreement", as used herein, refers to the Status Solutions' Lease Agreement to which this Limited Warranty/Limited Liability Statement is attached. All capitalized terms used herein not specifically defined herein shall have the meaning set out in the subject Sale/Lease Agreement, as the case may be. Status Solutions warrants, solely to the End User/Lessee of the Product, that under normal operating conditions (a) the Product's computer hardware and associated hardware devices and equipment (except for fuses, lamps and other consumables) will be free from defects in material and workmanship and (b) the Product's software will perform substantially in accordance with the subject Product's specifications as published by Status Solutions at the time of the execution of the Sale/Lease Agreement, as the case may be, in the case of a sale for a period of one (1) year from and after the date of manufacture stamped on the Product but, if there is no such date stamped on the Product, then for a period of one (1) year from and after the date of installation, provided however, in the case of a lease of Product the warranties and limitations set out in (a) and (b) above in each case remain in effect for so long as the Lease Agreement remains in effect. Unless specifically provided otherwise in the applicable Sale or Lease Agreement, this warranty does not cover costs associated with installation, removal, or reinstallation of the Product. Status Solutions does not warrant that the Product is compatible with any devices, systems or applications, or any other hardware, software or other equipment (the "equipment"), unless the equipment in question is being distributed by Status Solutions at the time of the execution of the Sale/Lease Agreement, as the case may be.

\*Repairs/replacements made by Status Solutions or its authorized repair agent are warranted for a period of sixty (60) days or for the balance of the initial warranty, whichever is greater, in the case of a sale of Product and for so long as the Lease Agreement is in effect in the case of a lease of Product.

**b. Support, Maintenance and Rapid Response Team Agreement ("SMARRT Agreement").** As to Status' SMARRT Agreements, Status Solutions warrants, solely to the End User, that Status Solutions will substantially perform all of its material obligations set out in the subject SMART Agreement in a good, workmanlike and timely manner,

**EXCLUSIVE WARRANTY** The Limited Warranties set out above are exclusive, being in lieu of all other warranties, express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

**STATUS SOLUTIONS' SOLE OBLIGATION** Status Solutions' sole obligation under the above Sale/Lease warranties or under any other legal obligation with respect to the Product, whether based upon contract, indemnity, warranty, tort, negligence, strict/product liability, wrongful death or any other theory, is to repair or replace, at its option, the Product, free of charge, if the Product is deemed defective by Status Solutions during the applicable warranty period, with refurbished or new equipment or parts, at Status Solutions' option, when the Product is returned to Status Solutions, freight or postage prepaid, during the applicable warranty period, provided however, in the sale of Product if Status Solutions is not

able, using reasonable efforts, to cure or correct a defect, Status Solutions' sole obligation shall then be to refund an equitable portion of the price Status Solutions was paid for the Product.

**EXCLUSIONS** The above warranties do not apply if, in the sole judgment of Status Solutions, the Product, or any part(s) or component(s) thereof, have been used in combination or in assembly with hardware or software (unless being distributed by Status Solutions at the time of the Sale/Lease Agreement as set above) by Status Solutions, or any Part(s) or component(s) thereof have been improperly handled, misused, abused, altered, tampered with, accidentally damaged, or damaged or malfunction or fail to function due to neglect, negligence, contamination (by liquid or otherwise) or as a result of any other causes beyond Status Solutions' reasonable control, including extraordinary wear and tear and acts of God such as fire, flood, water, lightning or other incidence of excessive or insufficient (or lack of) voltage or failure to follow instructions. Repair, wiring or rewiring or alteration of the Product, or misuse of the Product's features or re-engineering of the Product, other than as specifically authorized by Status Solutions or its authorized repair agent in writing, is prohibited and will void this warranty.

**ADDITIONAL EXCLUSIONS: DISABLING OR BYPASSING FEATURES/FUNCTIONS** STATUS SOLUTIONS DOES NOT WARRANT THAT THE SAFETY AND ALERTING/ SIGNALING FEATURES/FUNCTIONS OF A PRODUCT ARE INVULNERABLE OR IMMUNE FROM OPERATOR ERROR OR FROM BEING DISABLED, MISUSED, BYPASSED OR OTHERWISE DEFEATED OR THAT SUCH FEATURES/FUNCTIONS WILL PREVENT UNAUTHORIZED/FRAUDULENT USE.

**LIMITATION OF LIABILITY** Without expanding upon the foregoing warranties or Status Solutions' contractual obligations set out in the Sale, Lease or SMARRT Agreements (collectively, the "Agreements") the maximum liability of Status Solutions for any breach of the Agreements or under any warranty, statutory, express or implied, regardless of the theory of liability, whether based on contract, tort, negligence, strict liability or otherwise, is limited to: (i) the Service Fee (as defined in the SMARRT Agreement); (ii) that portion of the Purchase Price (as defined in the Sale Agreement) paid to Status Solutions pursuant to the Sale Agreement; or (iii) the lease payments made to Status Solutions pursuant to the Lease Agreement. Status Solutions shall have no responsibility for damage to property or any other loss or injury (including death), including consequential, incidental, or indirect damages, such as loss of profits or loss of business information, damages due to business interruption or any other pecuniary loss, even if Status Solutions has been advised of the possibility of such damages, or punitive damages, resulting from any provision of Services or Product (whether by sale or lease) by Status Solutions hereunder or in connection herewith, regardless of the basis for the claim or the theory of liability. The End User's exclusive warranty and remedy, and that of the persons being monitored by the End User in conjunction with the SARA System, or any party claiming by or through such persons or the End User, shall be only as stated herein. As used in this "Limitation of Liability" section, "Status Solutions" shall include its directors, officers, employees and agents, and any personal representative(s) therefore.

## **Addendum B**

### **Governing Law and Venue**

Any contract awarded or agreement entered into shall be governed and interpreted pursuant to the laws of the State of Tennessee, without regard to conflict of law principles. Such contract shall govern the construction, interpretation and performance of any such contract or agreement. Further, any and all legal proceedings or litigation arising out of or in conjunction with any such contract or agreement reached, shall have venue lie in Blount County, Tennessee, and any such legal proceeding shall be brought in Blount County, Tennessee. The Parties agree to the jurisdiction of the Blount County, Tennessee, courts.

### **Indemnification and Insurance**

Any and all obligation of Blount County to provide indemnification is subject to the limits of liability set forth in the Tennessee Government Tort Liability Act found at T.C.A. § 29-20-101 et. seq. and Blount County's obligation to provide indemnification is limited to the limits of liability set forth for a governmental entity under said Act.