



**THIS FORM MUST BE COMPLETED, SIGNED AND NOTARIZED TO BE CONSIDERED VALID.**

Address To: Christine Lawson  
 Sullivan County Purchasing Department  
 3411 Hwy 126, Ste 201  
 Blountville, TN 37617-0569

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Date Issued: 09/28/2021

Bid Number: ITB#  
 1012200005(CL)

F.O.B.: Blountville

Total Number of Pages:

This Invitation to Bid, subject in the original copy, subject to the terms and conditions on the attachment, will be received by the Purchasing Agent until **2:00 P.M.**, EST on **October 19, 2021**.

Bid/Quote Documentation:

<https://vrapp.vendorregistry.com/vendor/selection/subscriptionselection?buyersource=sullivan-county-tn-vendor-registration>

**Format Accepted:** (  ) Online Bid/Quote Only (  ) Hard Copy Bid/Quote Only (  ) Online or Hard Copy

**READ THE TERMS AND CONDITIONS BEFORE COMPLETING THIS FORM**

Item	Qty	U/I	Description	Unit Price	Total Price
			This Invitation to Bid is for Boxlight ProColor 753U+, see attachment, for Sullivan County Department of Education to be bid as specified – No Substitutions – Standardizing Student Electronics.		

Comments:

In compliance with this invitation and subject to all conditions thereof, the undersigned agrees, if this Bid/Quote is accepted within 30 days from the date of the opening, to furnish all of the materials/services upon which prices are proposed, delivered at the designated point(s) within the time specified.

Sullivan County reserves the right to award on a “line item” basis or “all or none” basis, whichever is most advantageous. Sullivan County also reserves the right to award contracts or portions thereof exclusively or to multiple vendors to achieve the best value.

Terms: NET 30

\_\_\_\_\_  
Signature of Authorized Representative

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Email Address

**THIS FORM MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED COMPLETE**

**ATTACHMENT TO ITB#10122000005(CL) FOR DEPT OF EDUCATION**

ITEM NO.	QTY	UNIT	MFR# NUMBER	DESCRIPTION	UNIT PRICE	PRICE
1	22	EA	PROCOLOR 753U+	Boxlight ProColor 753U+ IR UHD/4K Android IFP Includes WiFi Bluetooth Module		
2	22	EA		Boxlight ProColor Mobile200 Flat Panel Cart (Mobile Stand for ProColor Panels includes ProColor Wallmount-002)		
3	22	EA	#PROCOLOR-WIFI-002)	Integrated Module to add 2.4/5Ghz wireles and Bluetooth to xx2 Series Panels		
4	10	EA		VGA 10FT with 3.5 Audio		
				Shipping/Freight		
				<b>TOTAL</b>		

**NOTE: THESE WILL BE DELIVERED TO TWO (2) LOCATIONS AS FOLLOWS:**

12 EA DELIVERY: FOB DESTINATION  
MILLER PERRY ELEMENTARY  
904 FORDTOWN RD  
KINGSPORT, TN 37663

10 EA DELIVERY: FOB DESTINATION  
SULLIVAN EAST HIGH SCHOOL  
4180 WEAVER PIKE  
BLUFF CITY, TN 37618

ITB MUST INCLUDE ALL CHARGES: SHIPPING, HANDLING, FREIGHT, ETC.

## GENERAL TERMS AND CONDITIONS

### **1. SUBMITTAL REQUIREMENTS**

Submittals for consideration must be submitted on the form provided and bear the handwritten signature of an authorized representative of the firm and notarized to be considered valid. If submitting multiple bids/ proposals in paper form, each must be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed. Bids/ RFP's/ RFQ's will be read aloud at the specific date and time as stated in the invitation. RFP/RFQs respondent's names only will be read aloud.

All openings are public meetings. Bidders/ proposers and interested persons are invited to attend. The County reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the County receives fewer than two responses.

Unless otherwise stated by the County, no bidder may withdraw a bid within a period of sixty (60) days after the date set for the opening of bids. Bids and modifications or corrections thereof received after the closing time specified will not be considered. The County is not responsible for delays in delivery by mail, courier, etc.

Any exceptions to these terms and conditions or deviations from written specifications will be shown in writing and attached to the bid form. Any alteration, erasure, addition to or omission of requested information, change of the specifications, or bidding schedule, is made at the risk of the bidder and may result in the rejection of the bid, unless such changes are authorized by the specifications.

### **2. QUESTIONS / ADDENDA**

Failure to examine any drawings, specifications, and instructions will be a bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications and instructions or other documents, he should submit a written request for an interpretation to the Purchasing Agent. An interpretation of the documents will be made only by addendum and issued by the Purchasing Agent. The County will not be responsible for explanation or interpretations of bid documents except as issued in accordance herewith.

Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent. The bidder is requested to attach brochure-type information on the supplies furnished. All guaranteed and warranties should be clearly stated.

### **3. DISCREPANCIES**

All pricing must appear in the spaces provided by the County's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. In case of error or discrepancy in the mathematics of the bid price, the unit prices shall prevail. The County will correct math computation errors (Unit Price & Totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

### **4. SUBMITTAL OF SEALED BIDS/RFP/RFQ/ITQ**

Any forms furnished by the County must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. TELEPHONE, FACSIMILE OR EMAIL RESPONSES WILL NOT BE ACCEPTED UNLESS OTHERWISE INDICATED. Electronic receipt of bids/proposals/quotes is acceptable for those **eligible for online submittal** at:

<https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=sullivan-county-tn-vendor-registration>. **Paper**

**Bid/RFP/RFQ submittals shall be sealed in an envelope.** No solicitation received after closing time shall be considered. The official time for paper submittals will be that of the date and time in the Purchasing Department. For electronic bids the official time is that posted on the website. Late submittals will not be accepted. Sullivan County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their Bid/RFP response electronically less than one hour prior to the Bid/RFP/RFQ opening time.

### **5. TABULATIONS: BIDS/RFP/RFQ/ITQ**

Tabulations for Bids/RFP/RFQ/ITQ will be posted on Vendor Registry, which is accessible through the County Purchasing website.

### **6. AWARD**

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation meeting quality and performance standards as described in the solicitation documents and whose Bid/RFP/Quote is determined to be the best interest of the County. This includes value engineering with the low bidder if cost is over budget. The County also reserves the right award this product/service based on other contracts in-place (state or cooperative contracts) as may be in our best interest. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.

### **7. NO CONTACT POLICY**

From the period beginning on the date of the issuance of this ITB any contact initiated by a proposer with any Sullivan County Representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Department Representative listed herein or with said Representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this Purchasing transaction. The Solicitation form must include an authorized signature and must be notarized for the bid to be accepted.

### **8. PROPRIETARY/CONFIDENTIAL INFORMATION**

Vendors are hereby notified of all information submitted as part of, or in support of, bids/ proposals will be available for public inspection after award, in compliance with Tennessee Statutes unless the vendor additionally identifies a specific area or scope of data or other materials to be protected and details the reasons protection is necessary.

### **9. PAYMENT TERMS AND DISCOUNTS**

Payment Terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of the receipt of all material covered by the order/contract, whichever is the later date.

**10. CONDITION STANDARDS**

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

**11. DEFAULT**

Default in promised delivery and failure to comply with specifications authorizes the County to purchase supplies elsewhere and charge the difference to the defaulting vendor.

**12. TERM OF CONTRACT**

The contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments providing all terms, conditions and cost are acceptable to both parties. The County reserves the right to re-bid at the end of any contract period. The County may cancel any contract for cause, or non-appropriation of funds, following written notification of intent.

**13. BREACH OF CONTRACT**

A party shall be deemed to have breached the contract if any of the following occurs:

- Failure to provide products or services that conform to the contract requirements.
- Failure to maintain/ submit any report required hereunder.
- Failure to perform in full or in part any of the other conditions of the contract.
- Violation of any warranty.

**14. CONTRACT TERMINATION FOR CAUSE**

If the Contractor or Vendor fails to properly perform its obligations under this contract or purchase order in a timely or proper manner, or if the contractor violates any terms of this contract, the County shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services. In the event the contract is terminated for due cause by the County, the County shall have the option of awarding the contract to the next proposer or proposing again.

**15. CONTRACT TERMINATION FOR CONVENIENCE**

The County may, by written notice to the Contractor or Vendor to terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the County. The County must give notice termination to the vendor at least (30) days prior to the effective date of the termination. The Contractor or Vendor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the County be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no rights to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**16. ADDITIONAL PURCHASE OPTION**

This Bid includes an option to allow Sullivan County, Tennessee the right to purchase additional vehicles/equipment. The County's use of this option will be dependent upon the price offered by the vendor and the availability of funding. The County may exercise this option clause for a period of twelve (12) months after the award of the Bid. The County is aware that costs may increase for vehicle/equipment manufacture and delivery, and therefore a price adjustment for unit cost may be negotiated between the two parties. Documentation of cost increase is to be provided to the County by the Awarded Bidder as requested.

**17. DELIVERY**

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

**18. FOB (FREE-ON-BOARD) POINT**

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated County location.

**19. TAXES**

The County is exempted from Federal excise taxes and state and local sales taxes and bidders must quote prices which do not include such taxes. An exemption certificate will be furnished upon request.

**20. INDEMNIFICATION**

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the county against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, County employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the County, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

**21. INSPECTION**

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the County. Rejected materials will be returned at the vendor's expense.

**22. INSURANCE**

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the County for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by either of them. Any required insurance shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

**23. FORCE MAJEURE**

In the event that the performance of any obligation under this contract, by either party, is prevented due to acts of God, exchange controls, export or import controls, government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, pandemics, epidemics, plague, outbreaks of infectious disease, including but not limited to COVID-19, any other public health crisis, including stay at home orders, group size restrictions, travel restrictions, or employee restrictions, issued by the Governor or a public health authority, such as Sullivan County Regional Health Department, or recommendation of the Center for Disease Control or the National Institutes of Health to limit the spread of COVID-19, or any other cause beyond the reasonable control of a party, such party will not be responsible to the other party for failure or

delay in performance of its obligations under this Contract. Each party will promptly notify the other party of such Force Majeure condition and make good faith efforts to ensure goods or services are provided as per the contract. However, if Force Majeure conditions occur and both parties mutually agree, this contract may be cancelled. If cancelled, neither party will be considered in breach of contract. If funds have been paid for products or services that have not been received, the vendor will send the County a refund within thirty (30) days of the cancellation.

**24. WARRANTY**

Unless otherwise specified by the County, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

**25. EQUAL OPPORTUNITY**

It is the policy of Sullivan County to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

**26. IRAN DIVESTMENT**

Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Purchasing Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in §12-12-106. Inclusion on this list makes a person ineligible to contract with Sullivan County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-Library> Submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106

**27. NON-COLLUSION AGREEMENT**

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal submitted to Sullivan County, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of Sullivan County, Tennessee has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

**28. CONFLICT OF INTEREST**

- a) No Board Member or officer of the County or other person whose duty it is to vote for, oversee or in any manner superintend any of the work for the County has a direct interest in the award of the vendor providing goods or services.
- b) No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Local, State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- c) The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
- d) Do you or any officers/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by Sullivan County, Tennessee, including the Sullivan County School System or serve on the Sullivan County Commission or the Sullivan County Board of Education? \_\_\_\_\_Yes \_\_\_\_\_No  
If you answered yes please state the name and relationship of the employee or member of Sullivan County Commission or Sullivan County Board of Education member \_\_\_\_\_
- e) Are you or any officers/part-owners/stakeholders/employees of this company also employees of Sullivan County, including the Sullivan County School System or serve on the Sullivan County Commission or Sullivan County Board of Education? \_\_\_\_\_Yes \_\_\_\_\_No  
If you answered yes please state the name of the employee or Commission member or Board member \_\_\_\_\_

f) By submission of this bid, the vendor is certifying that no conflicts of interest exist.

**29. DRUG FREE WORKPLACE REQUIREMENTS**

Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

**30. ELIGIBILITY**

The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

**31. PROTEST POLICY**

Any protest to a bid award by Sullivan County shall be submitted in writing to the Purchasing Agent with a copy to the Sullivan County Mayor and delivered not later than seven (7) calendar days from the date of the county's award decision. Such protest must include a protest bond in the amount of \$350 (Cashier's Check payable to the Sullivan County Trustee or Cash) submitted to the Purchasing Agent before the County will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the County Mayor, the bond will be retained to cover costs associated with the protest. The steps for dispute resolution may include:

- A meeting with the Purchasing Agent, the requisitioning Department Manager, and representatives from the disputing party to discuss and resolve the complaint.
- Information from the aforementioned meeting will be forwarded to the County Attorney for review.

- A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protester and all parties involved.
- Purchases will not be allowed under this procurement until a final decision is rendered.
- In the event that purchases must be made before a final decision is rendered, the emergency purchase procedure will be used.

**32. GOVERNING LAW**

All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if disputes arise between the parties concerning any aspect of the contract and /or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Sullivan County, Tennessee. The parties waive their right to jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Sullivan County, Tennessee.

**33. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS**

a) In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

**34. SIGNATURE REQUIREMENTS**

All submittals must contain the full name of the company, must be signed by a person authorized to bind that company to a contract and notarized. Submission response to the solicitation constitutes acceptance of all terms and conditions included herein. Unsigned forms will not be considered, read or tabulated. Bid forms may not be signed during or after the bid opening, even if a representative is present.