

SULLIVAN COUNTY PURCHASING DEPARTMENT

**INVITATION TO BID
ITB #1412100037(CL)**

**ARUBA SWITCH/TRANSCEIVER
SULLIVAN COUNTY DEPARTMENT OF EDUCATION**

**Sealed bids to be received by 2:00 p.m.
March 23, 2021**

Submit bids to:
Sullivan County
Purchasing Department
Suite 201
3411 Hwy 126
Blountville, TN 37617

INTRODUCTION

The Sullivan County Purchasing Department on behalf of the Sullivan County Department of Education is accepting sealed bids for Aruba Switch/Transceiver (**no substitutions**).

All interested vendors will be afforded full opportunity to submit an ITB and will receive consideration for a contract award pursuant to this notice without regard to race, color, religion, national origin, age, sex, or disability.

Sealed bids will be received until **2:00 p.m. local time, Tuesday, March 23, 2021 at the Sullivan County Purchasing Department, 3411 Hwy 126, Suite 201.** All bids shall be publicly opened and read aloud at 2:00 p.m. the same day at the Office of the Purchasing Agent. **Late proposals will not be considered.** Proposals that arrive late due to the fault of the United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by Sullivan County. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

Sealed bids to be mailed should be addressed as follows:

**Sullivan County Purchasing Department
3411 Hwy 126, Suite 201
Blountville, TN 37617**

Bid envelope shall be clearly labeled as follows:

ITB #1412100037(CL) ARUBA SWITCH/TRANSCEIVER

Electronic bids must be delivered via:

- <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=37b55d57-2b40-462f-bd8e-5b80ab095ddd>

SULLIVAN COUNTY PURCHASING DEPARTMENT
INVITATION TO BIDS
ITB #1412100037(CL)

Sealed Bids Due By: Tuesday, March 23, 2021 @ 2:00 p.m.

VENDOR INFORMATION

Company Name _____

Address _____

City _____ State _____ Zip _____

Contact Person & Title _____
(Please Print)

Telephone Number _____ Fax Number _____

Email of Contact Person _____

Authorized Signature _____

Date of Signature: _____

INVITATION TO BIDS

1. PROPOSAL DELIVERY, TIME & DATE

- 1.1 All bids submitted by sealed envelope, shall be plainly marked “**TTB #1412100037(CL)** Aruba Switch/Transceiver to the Sullivan County Purchasing Department at the following address:

Sullivan County Purchasing4
3411 Hwy 126, Suite 201
Blountville, TN 37617

- 1.2 All proposals submitted electronically shall be submitted to:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=37b55d57-2b40-462f-bd8e-5b80ab095ddd>
- 1.3 Invitation to Bids and amendments thereto, if received by the Sullivan County Purchasing Department after the date and time specified for opening, will not be considered. It will be the responsibility of the Proposer to see that their proposal is received by the Sullivan County Purchasing Department by the specified time and date. There will be no exceptions!! Date of postmark will not be considered. Facsimile or e-mail proposals will not be accepted.
- 1.4 Proposals received after that date and time will not be accepted and shall be returned to the bidder unopened. Proposals will be publicly opened and results made available following the deadline for receiving proposals.
- 1.5 No bidder may withdraw his/her proposal for a period of sixty (60) days after the date set for the receipt of proposals.
- 1.6 All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled.
- 1.7 Sullivan County reserves the right to accept or reject any/all proposals and to waive any informalities or irregularities and/or to reject a bid from any responding vendor who, in the judgment of the purchasing agent, is not in a position to perform the contract, and/or to reject a bid based on unacceptable provisions of a responding vendor's contract.
- 1.8 Sullivan County reserves the right to reject the proposal of any proposer who previously failed to perform adequately for Sullivan County or any other governmental agency.

GENERAL TERMS AND CONDITIONS

2. APPLICABILITY

- 2.1 All items listed under the Instructions to Bidders apply unless otherwise stated in the specifications.
- 2.2 These conditions are applicable and form a part of the contract documents for equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and bid/proposal forms issued herewith.

3. INSTRUCTIONS

- 3.1 A complete bid/proposal will consist of one original of the bid/proposal submittal documents in a sealed envelope or submitted electronically.
- 3.2 All bid/proposal submittal documents include the following:
 - a. Bid/Proposal Submittal
 - b. Vendor Information
 - c. Cost Analysis
 - d. Company/Contractor Affidavit
 - e. Iran Divestment Act

4. REQUEST FOR ADDITIONAL INFORMATION

- 4.1 All request for additional information or clarification concerning this Invitation to Bid must be submitted by e-mail to Christine Lawson @ christine.lawson@sullivancountytn.gov, five (5) days prior to the bid/proposal due date.
- 4.2 Direct contact with any Sullivan County Department of Education personnel or members of the School Board on the subject of this ITB is expressly forbidden.

5. CONFLICT OF INTEREST

- 5.1 Proposer, by submitting a signed proposal, certify that no gratuity of any kind and no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Sullivan County as wages, compensations, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Proposer in connection with any goods provided or work contemplated or performed relative to the agreement.
- 5.2 A breach of ethical standards could result in civil or criminal sanction and/or debarment or suspension from being a supplier, contractor, or subcontractor under County contracts.

6. NON-COLLUSION

- 6.1 Vendors, by submitting the enclosed Affidavit, certify that the enclosed proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States Law.
- 6.2 Sullivan County reserves the right to disqualify any ITB submittal, before or after opening, upon evidence of collusion with the intent to defraud or any other such illegal practices conducted by any responding firm.
- 6.3 Any remedies in the firm's response, including agreement, license agreement, terms, conditions, literature, etc. that may be considered an agreement to waive the legal rights of the citizens of Sullivan County shall be considered cause for rejection.
- 6.4 In the County's sole judgment, failure to properly identify a conflict of interest may result in disqualification of a proposer or subsequent termination of the contract.

7. TITLE VI & VII OF THE CIVIL RIGHTS ACT

7.1 It is the policy of Sullivan County Government and Sullivan County Department of Education that all its services and activities be administered in conformance with the requirements of Title VI & VII. By submission of the ITB, the responding firm certifies compliance with Title VI and Title VII of the Civil Rights of 1964, as amended, and all regulations promulgated thereof.

8. WITHDRAWAL OR MODIFICATION OF SUBMITTED BID/PROPOSAL

8.1 Any bid/proposal, which has been submitted, may be withdrawn prior to the scheduled time for opening bids/proposals. A request to withdraw a bid/proposal must be in writing and be received by the Sullivan County Purchasing Agent prior to the scheduled time for opening bids/proposals.

8.2 No amendment, addendum or modification shall be accepted after the deadline for submitting the bid/proposal to the Purchasing Department. If a change to a bid/proposal that has been submitted is desired, the submitted bid/proposal must be withdrawn and the replacement bid/proposal submitted prior to the time scheduled for opening of bids/proposals.

8.3 After the scheduled time for opening of bids/proposals, bid/proposals may not be withdrawn for sixty (60) days.

9. DELIVERY

9.1 Delivery required in this bid/proposal shall be freight prepaid, F.O.B. destination, and bid/proposal prices shall include all freight and delivery charges.

9.2 The title and risk of loss of the goods shall not pass to Sullivan County Department of Education until the Department of Education actually receives and takes possession of the goods at the point or points of delivery.

9.3 All deliveries will be made to the Akard Service Center, Bristol, TN 37620. Specific delivery address will be provided with each purchase order.

9.4 A packing list or other suitable shipping documents shall accompany each shipment and show

- a. Name and address of vendor
- b. Name and address of receiving department
- c. Department of Education purchase order number
- d. Description of material shipped including item numbers, quantity, number of containers, and package number

9.5 The Department of Education shall have the right to inspect the goods at delivery before accepting them.

9.6 The Department of Education shall not be responsible for any "hidden damage" for a period dating from the date of delivery until statute of limitations as provided by the Uniform Commercial code.

10. ERASURES OR CORRECTIONS TO BIDS/PROPOSALS

10.1 Any erasures and/or corrections to bid/proposals, whether executed prior to or subsequent to the original bid/proposal submittal shall be authenticated by affixing in the margin immediately opposite the correction and the signature of the person or persons signing the bid/proposal.

11. DEVELOPMENT OF SPECIFICATIONS

11.1 Brands of equal quality or type are not acceptable due to standardizing student electronics.

12. WARRANTIES

12.1 Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty or a minimum one (1) year guarantee, whichever is greater, unless otherwise agreed in writing. Bidder shall be an authorized dealer, distributor, or manufacturer for the product. All equipment that is bid/proposed shall be new.

12.2 If a vendor's bid/proposal is accepted by Sullivan County, the vendor shall not limit or exclude any implied warranties and attempt to do so shall render the contract voidable at the option of the Department of Education. Vendor warrants that the goods furnished will conform to the specifications and descriptions listed in the bid/proposal invitation, and to the sample(s) furnished by the vendor, if any. In the event of a conflict between the specifications and descriptions, the specification shall govern.

13. SOLE SOURCE, PATENTED OR COPYRIGHT PROTECTED ITEMS

13.1 The fact that a particular item is covered by a patent or copyright does not automatically mean that the purchase falls under the provisions pertaining to exemptions from the competitive bidding requirements for items available from only one source. In fact, nearly all consumer goods are covered by patents. To be a bona fide exemption to the competitive bidding requirement, there must be no other like items available for purchase that would serve the same purpose or function, and only one price for the product because of exclusive distribution or marketing rights. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application thereof, the vendor shall indemnify and hold harmless Sullivan County and the Sullivan County Department of Education from any and all loss, cost, expenses and legal fees on account of manufacture, sale, or use of such article in violation of infringement or the like of rights under such patent, copyright, trademark or application.

14. BID/PROPOSAL COST

14.1 Sullivan County Department of Education shall not be liable for any cost incurred by a bidder in the preparation or delivery of its response to this bid/proposal or for any other cost incurred because of the bid/proposal.

14.2 The issuance of this bid/proposal does not obligate Sullivan County Department of Education to enter into a contract for any services or equipment.

15. LICENSES, PERMITS, TAXES

15.1 The price or prices for the services shall include full compensation for all taxes, permits, etc., that the bidder is or may be required to pay.

15.2 Sullivan County is exempt from all State sales taxes. Tax exemption certificates will be supplied upon request.

16. AWARD OF CONTRACT

16.1 Sullivan County reserves the right to accept or reject any and all bids/proposals and to waive any irregularities or informalities in any bid/proposal or in the bid/proposal process. The contract will be awarded to the lowest, responsible, compliant bidder meeting the specifications and whose bid/proposal is most advantageous to the Sullivan County Department of Education.

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

17. FORFEITURE FOR FAILURE TO EXECUTE CONTRACT

17.1 In the event that a bidder is awarded the Contract, but fails or refuses to execute the contract within ten (10) calendar days from the date of notification of award, the Sullivan County Purchasing Department may award the contract to the bidder whose bid was rated as the next best value to the Department of Education.

18. BID FORM

18.1 Offerors are required to provide pricing on the Cost Analysis form. For consideration, any alternates offered must be denoted on Cost Analysis and complete specifications must be supplied with proposal.

COST ANALYSIS

DESCRIPTION	QUANTITY	UNIT PRICE	EXT. PRICE
Aruba 5406R 16SFP+ v3 z12 Switch – Model# JL095A	1		
Aruba 5400R 1100W PoE+ z12 PSU – Model# J9829A	2		
Aruba 8p 1G/10GbE SFP+ v3 z12 Mod – Model# J9993A	1		
Aruba 24p 1000BASE-T PoE+ v3 z12 Mod – Model# J9986A	1		
Aruba 10G SFP+ LC SR 300m MMF Transceiver – Model# J9150D	10		
Aruba 10G SFP+ LC LR 10km SMF Transceiver – Model# J9151E	4		
		SUBTOTAL:	\$
		DELIVERY:	\$
		TOTAL:	\$

ESTIMATED DELIVERY: _____

TERMS: _____

WARRANTY: _____

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or , to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Sullivan County or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____,

_____, Notary Public

My Commission expires: _____

IRAN DIVESTMENT ACT AFFIDAVIT

As per Tennessee Code Annotated, Title 12, and effective July 1, 2016:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106.

Signature

Date