

SULLIVAN COUNTY PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS
RFP #1011900063(CL)

BOXLIGHT PROCOLOR 752U INTERACTIVE FLAT PANEL
SULLIVAN COUNTY DEPARTMENT OF EDUCATION

Proposals to be received by 2:00 p.m., E.S.T.
June 4, 2019

INTRODUCTION

The Sullivan County Purchasing Department on behalf of the Sullivan County Department of Education will receive sealed Request for Proposals (RFP) until Tuesday, June 4, 2019 @ 2:00 p.m. for Boxlight ProColor 752U Interactive Flat Panel.

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

The RFP document must be delivered to the following on or before **Tuesday, June 4, 2019 at 2:00 pm E.S.T.:**

Christine Lawson
2nd Floor – Sullivan County Courthouse
3411 Highway 126 – Suite 201
Blountville, TN 37617

Responses will be accepted by the purchasing agent only until the day/time designated above, at which time they will be publicly opened. Responses must be returned in a sealed envelope or by electronic bid submittal. Responses must clearly identify the RFP # on the outside of the envelope, be presented in original format, be completed in totality and bear the handwritten signature of a duly authorized company representative. Late responses will not be acceptable! Sullivan County is not responsible for delays in mail deliveries.

This request for proposal (RFP) must be clearly marked on the front of the “SEALED” Envelope:

“RFP #1011900063(CL) BOXLIGHT PROCOLOR 752U INTERACTIVE FLAT PANEL”

Sealed Proposals must be delivered to Sullivan County Purchasing, 3411 Hwy 126, Suite 201, Blountville, TN 37617 via the following methods:

- U.S. Postal Service
- Private Carrier Service, (i.e. FedEx, UPS)
- In Person

Electronic bids must be delivered via:

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

SULLIVAN COUNTY PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS
RFP #1011900063(CL)

Proposals Due By: Tuesday, June 4, 2019 @ 2:00 p.m., E.S.T.

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: _____

REQUEST FOR PROPOSALS

1. PROPOSAL DELIVERY, TIME & DATE

- 1.1 All proposals submitted by sealed envelope, shall be plainly marked “RFP #1011900063(CL) Boxlight ProColor 752U Interactive Flat Panel” to the Sullivan County Purchasing Department at the following address:

Sullivan County Purchasing
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 Request for proposals 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 does not obligate itself to accept the lowest and/or any bid.
- 1.9 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. COPIES

3.1 A complete bid/proposal will consist of one (1) original and two (2) copies 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. Iran Divestment Act

4. REQUEST FOR ADDITIONAL INFORMATION

4.1 All request for additional information or clarification concerning this Request for Proposal must be submitted by e-mail to Christine Lawson @ christine.lawson@sullivancountyttn.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 RFP 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 RFP 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 RFP, 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. SAMPLES

11.1 When samples are called for they shall be delivered to the Sullivan County Department of Education within five (5) working days from time the vendor is notified by the Purchasing Department.

11.2 Sample items from the successful bidder may be retained for the purpose of determining that the quality and workmanship of the delivered items are comparable to the sample. Samples that fail testing shall be sufficient reason to reject a bid/proposal item.

11.3 All samples furnished shall be subject to inspection and rejection by the Department of Education for defects and/or non-compliance with the specifications, unless deviations there from are authorized.

11.4 If a sample is required, the sample must be furnished free of expense to the Department of Education. Each sample must be marked with bidder's name and address. All samples will be returned, by the Purchasing Department, via registered mail and the sample will be insured for the bid/proposal value.

12. DEVELOPMENT OF SPECIFICATIONS

12.1 Brands of equal quality or type are acceptable. The Sullivan County Department of Education reserves the right to make final decisions as comparable items. Be very certain that items upon which you bid/propose and deliver are equal to items listed. Materials that are determined to be not equal shall be returned to the vendor transportation charges collect.

12.2 Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency.

12.3 Sullivan County Department of Education reserves the right to purchase increased or decreased quantities of each item as may be deemed necessary at the same unit prices quoted on this bid form for a **twelve (12) month period** unless otherwise specified by the bidder.

12.4 Sullivan County Department of Education reserves the right to modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this bid/proposal offer as so modified and subsequent thereto.

13. INSPECTION OF DOCUMENTS

13.1 Before submitting a bid/proposal, each bidder shall thoroughly examine the bid/proposal documents to ensure that the services proposed meet the intent of these specifications.

13.2 Each vendor receiving forms prepared by Sullivan County is responsible for inspection of documents for missing or illegible pages, or other indication of incomplete information provided to the vendor. The failure or neglect of vendor to receive or

examine any contract document, form, instrument, addendum or document shall in no way relieve vendor from obligations with respect to his or her bid/proposal. The submission of a bid/proposal shall be taken as prima facie evidence of compliance with this section. Receipt of addenda to the bid/proposal documents by a bidder must be acknowledged on the bid/proposal.

13.3 Sullivan County is not responsible for incomplete bid/proposal packets.

14. WARRANTIES

14.1 Warranty conditions for all supplies and/or equipment shall be considered a five (5) year onsite warranty (with replacements delivered and installed within a forty-eight (48) hour time frame), 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.

14.2 If a vendor's bid/proposal is accepted by Sullivan County the price to be paid by Sullivan County Department of Education shall be that contained in vendor's bid/proposal which vendor warrants to be no higher than vendor's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others, or in the alternative, the Sullivan County Purchasing Department may cancel this contract without liability to vendor for breach or vendor's actual expense.

14.3 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.

15. SOLE SOURCE, PATENTED OR COPYRIGHT PROTECTED ITEMS

15.1 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.

16. BID/PROPOSAL COST

16.1 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.

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

17. ASSIGNMENTS AND SUBCONTRACTING

17.1 No part of this order may be assigned or subcontracted without the prior written approval of the Sullivan County Purchasing Department. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

18. LICENSES, PERMITS, TAXES

18.1 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.

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

19. AWARD OF CONTRACT

19.1 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 responsible bidder whose bid/proposal is most advantageous to the Sullivan County Department of Education, considering the relative importance of price and the other evaluation criteria which may be included in the bid/proposal.

19.2 The Sullivan County Department of Education retains the right not to purchase solely on the basis of low bid/proposal; quality and suitability to purpose will be the controlling factors and the Department of Education reserves the right to arrive at such by means deemed appropriate. The bid/proposal award shall be based on, but not necessarily limited to the following factors:

- a) Unit prices
- b) Total bid/proposal price
- c) Delivery date
- d) Results of testing samples
- e) Quality of vendor's goods and services
- f) Vendors past performance record and relationship with the Department of Education

19.3 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.

20. FORFEITURE FOR FAILURE TO EXECUTE CONTRACT

20.1 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.

21. CONTRACTS FOR PURCHASE

21.1 Contracts for purchase will be put into effect by means of a purchase order(s) executed by the Purchasing Department after bids/proposals have been awarded.

22. NON-PERFORMANCE

22.1 Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the contract bid/proposal. Cancellation by the Purchasing Department may be made upon thirty (30) calendar day's written notice to the successful vendor. The Sullivan County Department of Education shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity (30 calendar days) before termination, to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

22.2 If, at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, Sullivan County reserves the right to:

- a) Purchase on the open market and charge the Bidder the difference between contract and actual price, or
- b) Deduct charges from existing invoice totals due at the time, or
- c) Cancel the contract within (30) days written notification.

22.3 Sullivan County Department of Education shall have the right to cancel for default all or any part of the undelivered portion of this order if vendor breaches any of the terms hereof including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the Sullivan County Department of Education may have in law or equity.

22.4 The Sullivan County Purchasing Department is charged with the responsibility of creating a healthy and competitive atmosphere among a large number of vendors; however, vendors may be removed from the various bid lists due to:

- Lack of response to bid/proposal invitations.
- Failure to adhere to terms and conditions of bids/proposals.
- Failure to render service normally associated with the sale of goods; i.e. delivery dates, shipment problems, return and replacement of damaged goods, provide (within reason) availability of contact person associated with bid.
- Debarment, suspension, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.

23. INDEMNIFICATION

23.1 The vendor will defend, indemnify, save harmless and exempt Sullivan County Purchasing Department and Sullivan County Department of Education, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work

done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, or employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the Sullivan County Purchasing Department and Sullivan County Department of Education, its officers, agents, and employees, or third parties.

24. BID FORM

24.1 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
BOXLIGHT PROCOLOR 752U (MFR# PROBOXPROCOLOR752U) - 75" Interactive Flat Panel, IR HD, 4K, Android	6	\$ _____	\$ _____

Alternate Bid Specifications:

****If bidding alternate, provide Brand Name above;
attach specification sheet****

Five (5) Year Onsite Warranty -To include: Delivery and install of replacement within 48 Hours	6	\$ _____	\$ _____
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70-HEAVY DUTY MOBILE TV CART WITH WHEEL STAND	6	\$ _____	\$ _____
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Alternate Bid Specifications:

****If bidding alternate, provide Brand Name above;
attach specification sheet****

INSTALLATION ON TV CART	6	\$ _____	\$ _____
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ONSITE PROFESSIONAL DEVELOPMENT -To include: 2-3 Sessions within first year at multiple locations.	6	\$ _____	\$ _____
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SUBTOTAL: \$ _____

DELIVERY: \$ _____

TOTAL: \$ _____

ESTIMATED DELIVERY: _____

TERMS: _____

WARRANTY: _____

To Vendors:

Would you be able to honor above pricing for 12 months?

BOXLIGHT PROCOLOR 752U

-75" Interactive Flat Panel –IR HD, 4K, Android

YES:

NO:

**70-HEAVY DUTY MOBILE TV CART WITH
WHEELS STANDARD**

YES:

NO:

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