

MURFREESBORO CITY SCHOOLS

INVITATION TO BID

Murfreesboro City Schools ("MCS") will receive and publicly open sealed bids in the Administrative Offices located at 2552 South Church Street, Murfreesboro, Tennessee 37127, telephone number (615) 893-2313. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: Tuesday, November 14, 2017

BID TITLE: "TECHNOLOGY NEEDS FOR INSTRUCTION" (65" Interactive TV Panels and 75" Interactive TV Panels)

MCS CONTACT PERSON: Scott Campbell

TELEPHONE NUMBER: (615) 893-2313

FAX NUMBER: (615) 893-2352

E-MAIL ADDRESS: Scott.Campbell@cityschools.net

All bid responses must be received and acknowledged in the Finance and Administrative Director's Office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

Murfreesboro City Schools
Finance and Administrative Director's Office
2552 South Church Street
Murfreesboro, Tennessee 37127

Bid envelope must include the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

BID OPENING DATE: Thursday November 30, 2017

BID OPENING TIME: 2:00 p.m., Murfreesboro Tennessee local time

1. INSTRUCTIONS AND CONDITIONS

1.1. *Invitation to Bid*

- 1.1.1. Murfreesboro City Schools (MCS) is seeking bids for the purchase and installation of 65" Interactive TV Panels and 75" Interactive TV Panels. Sealed bids will be received by MCS at the Administrative Offices located at 2552 South Church Street, Murfreesboro, Tennessee 37127, telephone number (615) 893-2313, until **2:00 p.m. local time on Thursday, November 30, 2017**, at which time the bids will be opened.
- 1.1.2. Bids may be mailed or delivered to the MCS Administrative Offices located at 2552 South Church Street, Murfreesboro, Tennessee 37127. Attached are the specifications and bid forms for the **purchase and installation** of the required materials. All bids shall be submitted on the attached bid form in sealed envelopes with "**Technology Needs for Instruction**" on the outside of the envelope. All bids must be signed. Failure of a bidder to sign a bid proposal removes the bid from consideration. A typed name will not be acceptable without the person's written signature as well. The City will not accept bid responses submitted by fax or electronic mail.
- 1.1.3. Bid responses must be received and acknowledged in the MCS Finance and Administrative Director's Office on or before the date and time specified for the receipt of bid responses. A bid opening date has been set for **November 30, 2017 at 2:00 p.m. local time** in the MCS Administrative Offices located at 2552 South Church Street. No bids received after closing time will be accepted. All late bid responses will be returned unopened to the bidder. Bids postmarked on the bid opening date but received in the Finance and Administrative Services Director's Office after the specified time will be considered late and will be returned unopened. MCS shall not be responsible for bid responses that are mailed or sent via private delivery services.
- 1.1.4. MCS is interested in receiving as many bids as possible and urges all possible bidders to bid and take exception to any items if necessary.
- 1.1.5. These documents constitute the complete set of specification requirements and bid response forms. The bidder is responsible for insuring that all pages and all addenda are received. MCS advises all bidders to closely examine this ITB package, and to immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to MCS's Contact Person.
- 1.1.6. Any prospective bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in a written form received by the contact person no later than two (2) days prior to the bid opening date.

- 1.1.7. There may be one or more amendments to this ITB. If your company desires to receive copies or notices of any such amendments, you must complete and submit the Contact Information Form included in the ITB. Please send this information to the contact person listed above via fax or e-mail. MCS will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.
- 1.1.8. Any discrepancies, errors, omissions, or ambiguities in this bid, the specifications or addenda (if any) should be reported to the contact person for MCS. If necessary, a written addendum will be issued to bidders on record and the addendum will be incorporated in the bid and will become part of the purchase agreement. MCS will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

1.2. Bid Responses

- 1.2.1. Bid responses must be submitted in a sealed envelope that includes the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered.
- 1.2.2. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. All bids must be signed by an individual authorized to bind the bidder. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs and typeovers, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission. Failure of a bidder to sign a bid proposal removes that bid from consideration. A typed name will not be acceptable without the person's written signature.
- 1.2.3. Certain mistakes may be corrected so long as the intended correct bid response is clear. In the event of a disagreement between unit price and extended price, the unit price will control.
- 1.2.4. Specifications furnished in the request for bid are intended to establish a desired quality or performance level, or other minimum requirements, which will provide MCS with the best product available at the lowest possible price. Should the bidder wish to bid on items which exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such components.
- 1.2.5. Bidders must specify manufacturer's name for all products proposed and show the unit price on each individual item as specified. Prices quoted must be the price for new (not reconditioned or remanufactured) merchandise direct from the manufacturer that is free from defects. No substitute articles will be considered.

- 1.2.6. Bid responses may only be withdrawn until bid opening after which time no bids may be withdrawn for a period of ninety (90) days after bid opening.
- 1.2.7. Bid responses may be modified by written notice received and acknowledged by the Finance and Administrative Director's Office prior to the date and time for public opening of bids. Late modifications cannot be considered.
- 1.2.8. MCS will not be liable for any costs incurred by the bidder in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. All responses and their accompanying documentation will become the record of MCS.
- 1.2.9. MCS is exempt from federal and state taxes. Upon request, MCS will provide a sales tax exemption certificate to the awarded bidder. Vendors doing business with MCS shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to MCS, nor shall any vendor be authorized to use the MCS's Tax Exemption Number in securing such materials.

1.3. Bid Award

- 1.3.1. Any contract for purchase awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A "responsive bidder" means a person who has submitted a bid response, which conforms in all material respects to the ITB. A "responsible bidder" means a person who has the capacity, reputation and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference.

MCS may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.

- 1.3.2. This solicitation in no manner obligates MCS to the purchase described, implied or which may be proposed, until confirmed by a written purchase order. Progress toward this end is solely at the discretion of MCS and may be terminated at any time prior to the signing of a contract.
- 1.3.3. The successful bidder shall provide the cost of 65" Interactive TV Panels and 75" Interactive TV Panels. **The bid price shall include all parts, labor for installation, accessories and any other standard equipment necessary to make these items function as intended. Pricing for each component shall be effective for one (1) year from date of bid award.** If in the bidder's opinion, additional equipment or services are necessary to make the equipment fully operational, this shall be included with explanation

in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to MCS. To submit a bid implies consent to the terms as set forth in this bid.

1.3.4. Any items bid deemed not of equal and/or better and of comparable quality and similar in design as that specified shall be cause for rejection of bids. In addition to the price, the following aspects will also be considered in the award of a contract:

- a. The ability of the bidder to perform the services or to provide the material for service required;
- b. Whether the bidder can perform the services and provide the material or service promptly or within the time specified without delay or interference;
- c. The character, integrity, reputation, experience and efficiency of the bidder;
- d. The previous and existing compliance, by the bidder, with laws and ordinances relating to the contract or service;
- e. The ability of the bidder to provide future maintenance and service for the use of the bid items;
- f. Terms and conditions stated in bid;
- g. Compliance with specifications or requests for proposal;
- h. The attached bid sheet is to be utilized for submittal of bid; and
- i. Bidder's past performance with MCS.

1.3.5. MCS reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of MCS.

1.3.6. No bidder may withdraw its response for a period of ninety (90) days after the date and time set for the opening of the responses. In the event MCS shall award a contract to a bidder and if during such ninety (90) day period MCS determines that such bidder will be unable to properly perform the contract, MCS reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the Bid.

1.3.7. The purchase order pursuant to this bid award may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by MCS as a substitute prior to award

of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the bid specifications or contract.

- 1.3.8. Bidder, by signing and making this bid, does further declare, in determining the prices and/or amounts of the bid, that bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).

1.4. Terms and Conditions

A representative copy of an MCS purchase order is included with this bid package. It immediately follows the Invitation to Bid document. The successful bidder pursuant to this invitation to bid agrees to be bound by the terms and conditions set forth in this bid request.

The successful bidder agrees to be bound by these terms and conditions set forth below:

- 1.4.1. Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the bid request, or if it should violate any of the terms of the bid request, MCS shall have the right to immediately cancel the purchase upon written notice to the bidder. MCS may cancel the purchase at any time, with or without cause, upon written notice to bidder. Should funding for the purchase be discontinued, MCS shall have the right to terminate the purchase immediately upon written notice to the awarded bidder.
- 1.4.2. MCS, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within the amount of time specified by MCS in the written notice. Exercise of this option shall not relieve awarded bidder of any liability to MCS for damages sustained by virtue of awarded bidder's breach.
- 1.4.3. The purchase order is not effective until it is signed by the appropriate MCS authorities.
- 1.4.4. Successful bidder shall indemnify and hold harmless MCS, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this bid; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- 1.4.5. Successful bidder shall maintain insurance sufficient to cover any claims arising from the acts of the awarded bidder regarding the performance of this contract and subject to the approval of MCS.
- 1.4.6. The bidder shall furnish to MCS all such information and data for this purpose as MCS may request. Such information shall be submitted to MCS within five (5) days of MCS's written request. MCS does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to award a contract for only some but not all the articles or items in the bid, and does further expressly reserve the right to waive minor irregularities. MCS does not warrant or guarantee that a contract will be awarded because of this ITB.

1.5. Standards

Bidder, by signing and making this bid, makes the following affirmative declaration and statement as of the date said bid is signed, to wit:

- 1.5.1. Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 1.5.2. It is the policy of MCS not to discriminate based on age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
- 1.5.3. Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
- 1.5.4. A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under MCS contracts.

1.6. Payment and Delivery

- 1.6.1. Payment will be made by MCS after goods and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- 1.6.2. All items must be available for delivery within ninety (90) days of bid award. Installation shall be done in accordance with designed layout Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. Forty-eight (48) hours notice should be given prior to delivery and installation. With delivery, installation shall begin and continue day to day until complete.
- 1.6.3. Deliveries of all items shall be made as stated in the bid specifications. In the appropriate blank on the bid response form, the Bidder must indicate the best delivery date after receipt of order. Deliveries resulting from this ITB are to be made during the normal working hours of MCS. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the awarded bidder fail to deliver items on or before its stated date, MCS reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
- 1.6.4. Delivered items will not be considered "accepted" until an authorized agent for MCS has, by inspection or test of such items, determined that they fully comply with specifications. MCS may return, for full credit and at no expense to MCS, any item(s) received which fail to meet the specifications as stated in this ITB.
- 1.6.5. All deliveries made pursuant to this ITB, and the contract award, must be made pursuant to written purchase order of MCS. MCS assumes no liability for goods and/or services provided without a written purchase order from MCS. Unless otherwise specified in this ITB, delivery and freight charges are to be prepaid and included in the bid price.
- 1.6.6. Unless otherwise specified every item bid shall have a manufacturer's warranty against defects in parts or workmanship for a minimum of one (1) year.

2. SPECIFICATIONS

2.1 Overview

2.1.1 Invitation to Bid 65" and 75" Interactive TV panels

2.2 Specifications

65" and 75" Interactive Panel

Panel Operating System

System Version

Android 5.1

CPU

ARM Cortex A53 Dual Core CPU

GPU

Quad Core Mali 450MP

RAM

2GB

ROM

16GB

Panel Specifications

Panel Type

TFT LCD

Backlight Type-Source

LED Back Lit

Aspect Ratio

16:9

Integrated Speakers

12W x 2

Panel Power

Input Method

Finger, Glove, Stylus

Power Source Voltage

AC 100V-240V

Power Source Hz

50/60 Hz

Standby Power Consumption

≤ 0.5W

Panel Ambient

Operating Temperature

32° F to 104° F

Storage Temperature

-4° F to 104° F

Operating Humidity

10% – 90% RH

Storage Humidity

10% – 90% RH

Panel Connections

VGA Inputs (15 Pin D Sub)

3

VGA Output (15 Pin D Sub)

1

HDMI 1.4 Inputs

2

HDMI 2.0 Input

1

USB Inputs (2.0 & 3.0)

6

USB Feature

Android & Touch Interactive

Composite Video Input

RCA

Audio Inputs

RCA & three 3.5mm

Audio Outputs

Earphone & Coaxial

Ports

RS232 & RJ45 Port (10/100 mbps)

Panel Interactivity

Input Method

Finger, Glove, Stylus

Input Points

10 Points of Writing & 20 Points of Touch

Accuracy

±2mm (over 90% Area)

Response Time

< 20ms

Response Area

>∅ 5mm

Output Coordinate

32767 x 32767

Protective Glass

4mm Tempered/7 Mohs, Anti Glare/Anti Friction

Panel Accessories

AC Power Supply, Quick Start Guide, Writing Pens, Remote Control, VGA Cable Audio Cable, USB Cable, Application Software & Drivers

75" Ultra HD

PANEL SPECIFICATIONS

3840 x 2160 Full HD max resolution

60Hz refresh panel rate

Display area of 60.59" x 34.08"

8ms response time

Brightness of 330 cd/m²

VESA size of 600 mm x 400 mm

PANEL CONNECTIONS

2 HDMI 1.4 inputs

1 HDMI 2.0 input

PANEL POWER

Power consumption of 300W

PANEL DIMENSIONS & WEIGHT

Product size: 64.49" x 38.66" x 3.86"

Shipping size: 70.98" x 9.57" x 45.67"

Product weight: 123.46 lbs

Shipping weight: 149.91 lbs

PANEL ACCESSORIES

Compatible with all accessories

65" Ultra HD"

PANEL SPECIFICATIONS

3840 x 2160 Full HD max resolution

60Hz refresh panel rate

Display area of 56.24" x 31.63"

8ms response time

Brightness of 350 cd/m²

VESA size of 600 mm x 400 mm

PANEL CONNECTIONS

2 HDMI 1.4 inputs

1 HDMI 2.0 input

PANEL POWER

Power consumption of $\leq 250W$

PANEL DIMENSIONS & WEIGHT

Product size: 59.88" x 36.02" x 3.86"

Shipping size: 66.81" x 8.66" x 42.17"

Product weight: 97 lbs

Shipping weight: 121.25 lbs

PANEL ACCESSORIES

Compatible with all accessories

3. BID FORM

Bid Name: TECHNOLOGY NEEDS FOR INSTRUCTION

All prices must include all costs. Costs included in the bid prices shall include parts, labor, accessories and any other standard equipment necessary to make this system operational, freight, delivery, installation, and training instructions. Pricing for each component shall be effective for one (1) year from date of bid award. MCS is not subject to sales tax.

Explain type of warranty, length, coverage provided, bidder and purchaser liabilities and any associated costs. Specify any additions to the warranty coverage above the limits set forth in the attached specifications (attach additional pages if necessary).

State the name and location of the nearest authorized factory service facility or provider.

Bidders shall submit with its bid a detailed description and specifications of the product(s).

Awarded bidder will honor price(s) for other local governments.

Bidder will honor bid prices for 200 days (Minimum 90 days unless otherwise specified)

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within five (5) days from the date of opening, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

Item	Mfr./Model	Price Each	Qty.	Total
1				
2				
3				
4				

THIS BID RESPONSE SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED.

Name of Firm:

Form of Business:

Authorized Signature and Date:

Name Printed and Title:

Address:

Telephone Number: _____ Fax Number: _____

E-Mail: _____

Delivery Date: _____

4. CONTACT INFORMATION FORM

There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to MCS. Please send this information to the MCS contact person listed above via mail or fax. MCS will send amendments only to those firms which timely complete and return this form via mail or fax.

Bid Title _____

Company name _____

Mailing address _____

Phone number _____

Fax number _____

Company Contact Person _____