

Standard Terms & Conditions
SUMNER COUNTY BOARD OF EDUCATION (SCS)

1. PREPARATION. Proposals are to be sealed and the outside of the envelope must show the title, and if requested by the purchasing authority, the name of the proposer and authority to bind his or her company in contract. Proposer's name and signature, it shall constitute an offer to SCS. Proposals not signed and sealed shall not be considered. Purchase orders will be issued to the firm name indicated on the proposal.

Pursuant to the RFP, the vendor shall be responsible for all costs of the procurement, including the preparation and submission of its proposal.

At the time of proposal submission and provide evidence of the vendor's ability to perform the work before such proposal may be considered.

Proposals must be submitted to the RFP no later than the specified date and time. Late proposals will not be considered.

Proposals must be typed or printed in ink or typewritten adjacent to error and corrections.

Specifications are sufficient to make the terms of the specifications binding. Proposer's use of any special brand or make in describing an item does not constitute a requirement, unless specifically stated. Comparable products of other brands may be substituted, unless specifically stated. Proposers are required to notify the purchasing authority if they are not perceived to be fair and open. The articles on

3. **ACCEPTANCE AND AWARD.** SCS reserves the right to reject any and all proposals and to waive any informality in proposals and, unless otherwise specified by the proposer to accept any item in the proposal. Action to reject all proposals shall be taken for unreasonably high prices, errors in the proposal documents, cessation of need, unavailability of funds, or any other reason approved by SCS.
- a. Contracts and purchases will be made with the lowest, responsive, responsible, qualified proposer. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Institution, cash discount offered, and the delivery terms will be taken into consideration.
 - b. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor.
 - c. Prices quoted on the response (if any) are to be considered firm and binding until the said equipment, supplies or services are in the possession of SCS.
 - d. SCS reserves the right to order more or less than the quantity listed in the proposal.
 - e. If a proposer fails to state a time within which a proposal must be accepted, it is understood and agreed that SCS shall have ninety (90) days to accept.
 - f. No purchase or contract is authorized or valid until the issuance of a SCS purchase order in accordance with SCS policy. No SCS employee is authorized to purchase equipment, supplies or services prior to the issuance of such a purchase order.
 - g. The contract may not be assigned without written SCS consent.
 - h. If the appropriate space is marked on the ITB, other Institutions (such as State, Local and/or Public Agencies) may purchase off the contract during the same period as SCS.
 - i. The awarded proposer will be required to post a performance and payment bond in the amount of 25% of the contract price if it exceeds \$100,000 as stated by T.C.A. §12-4-201.
 - j. If the project cost is in excess of \$25,000 a performance bond must be secured by the requesting part in an amount equal to the market improvement value.

10. **PROHIBITION ON HIRING ILLEGAL IMMIGRANTS.** Tennessee Public Chapter No. 878 of 2006, T.C.A. §12-3-309, requires that
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