

INVITATION TO BID (ITB)

NUMBER: 20190129~~BOE~~

SUMNER COUNTY BOARD OF EDUCATION

This solicitation document serves as the written determination of the SCS Purchasing Supervisor that the use of Competitive S
Proposal for this solicitation is in the

Purchasing Supervisor	
-----------------------	--

Any alterations to this document made by the proposer may be grounds for rejection of proposals, cancellation of any subsequent award, or any other legal remedies available to the Sumner County Board of Education.

TABLE OF CONTENTS

1. Specification
2. Source Selection and Contract Award
3. Schedule of Events
4. Delivery of Proposals
5. Protests
6. New Vendors
7. Attachments
 - A. Bid Form/Certification
 - B. IRS Form W9
 - C. Attestation Re Personnel
 - D. Standard Terms and Conditions

1. Specification

All mats must be covered by a warranty. The user must indicate the warranty duration on the Bid Form.

5. Protests

In the event that any interested party finds any part of the listed specifications, terms or conditions to be discrepant, incomplete or otherwise questionable in any respect; it shall be the responsibility of the concerned party to notify the SCS Purchasing Office of ~~such~~ matters immediately upon receipt of the I.T.B. All notifications must be sent to the Purchasing Supervisor via email at purchasing@sumnerschools.org

7.A Bid Form

Attn: Purchasing Supervisor
 1500 Airport Road
 Gallatin, TN 37066

Date _____

DESCRIPTION	PRICE EACH
<u>Competition Mat</u> Warranty Length: _____	
<u>Practice Mat</u> Warranty Length: _____	
Optional Pricing <u>Mat Storage</u> Brand: _____ Model: _____	

By checking this box, Proposer agrees that SCS reserves the right to extend the terms, conditions and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this ITB. Each of the piggyback Institutions will issue their own purchasing documents for the goods/service. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

7.B IRS Form W9

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

page 2

Check appropriate box for federal tax classification. Check only one of the following seven boxes. Exemptions (Codes) apply only to certain entities. Not for individuals. See instructions on page 3.

Individual/sole proprietor
 C corporation
 S corporation
 Partnership
 Trust/estate
 Nonresident alien individual
 Exemption from FATCA reporting

ATTACHMENT 7.0 Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract, T.C.A. § 12-3-309.

SIGNATURE & DATE: _____

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor.

ATTACHMENT 7-~~E~~Standard Terms & Conditions
SUMNER COUNTY BOARD OF EDUCATION (SCS)

1. PREPARATION AND SUBMISSION OF BID.
 - a. Failure to examine any drawings, specifications, or instructions will be at the proposer's risk. Any deficiency

2. OPEN RECORDS. In order to comply with the provisions of the Tennessee Open Records Act, all proposals publicly opened and are subject to public inspection after the award upon written request. Proposals may be present at ITC opening. Summary information will be posted the SCS website, www.sumnerschools.org under the Invitation to Bid link.
3. ACCEPTANCE AND AWARDS. SCS reserves the right to reject any and all proposals and, unless otherwise specified by the proposal, shall not be bound to accept any item in the proposal. Action to reject all proposals shall be taken for unreasonably high prices, errors in the bid documents, cessation of need, unavailability of materials, or any other reason. SCS shall not be bound to waive any informality in proposals.

9. **PROHIBITIONS/NO VENDOR CONTRACT FORM** Acceptance of gifts from vendors is prohibited. C.A. §12-4-106. The contract documents for purchase under this RFP shall consist of the successful proposer's proposal and SCS's purchase order. The proposer may request exceptions to terms and conditions and/or request SCS to accept other terms and conditions by means of subsequent documents such as invoices, warranty agreements, side agreements, etc. All subsequent documents shall be open to revision for impermissible language. SCS reserves the right to render the proposal unresponsive and subject the proposal to rejection if successful terms cannot be negotiated.
10. **PROHIBITION ON HIRING ILLEGAL IMMIGRANTS** Tennessee Public Chapter No. 878 of 2006, C.A. §12-3-309, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference.
11. **SALES AND USE TAX.** Before the Purchase Order/Contract resulting from this RFP, the apparent successful proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax required by T.C.A. §2-3-306.
12. **ASSIGNMENT** Neither the vendor nor SCS may assign this agreement without prior written consent of the other party.
13. **LIABILITIES** The vendor shall indemnify SCS against liability for any suits, actions or claims of any character arising from or relating to the performance under this agreement by the vendor or its subcontractors. SCS has no obligation for the payment of any judgement or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.
14. **APPLICABLE LAW** Any contract shall be interpreted under the laws and statutes of the State of Tennessee. SCS does not enter into contracts which provide for mediation or arbitration. Any action arising from any contract made from this RFP shall be brought in the state courts in Sumner County, TN or in the United States Federal District Court for the Middle District of Tennessee.
- Additionally, it is a violation of state statutes to purchase materials, supplies, services or any other item from a vendor that is a commissioner, official, employee or board member that has any financial or beneficial interest in such transaction, T.C.A. §12-4-101.
15. **FUNDS** The Proposer understands and accepts the appropriation of funds provision of SCS.
16. **DATA PRIVACY AND SECURITY** Personal Information (PI) includes but is not limited to that information protected by HIPAA, the HITECH Act, FERPA, or Glens Falls (Bliley) or such information which would allow a third party to gain access to the personal, medical or financial records of any of any party. Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of PI complies with applicable federal and state privacy and data protection laws. Vendor represents and warrants that Vendor will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Vendor deems necessary to maintain compliance with SSAE 16. If PI provided by SCS to Vendor is subject to FERPA. Vendor agrees that in its handling of FERPA data it will perform as a school official as that term is defined by FERPA regulations. Vendor acknowledges that its improper disclosure or disclosure of PI covered by FERPA may, under certain circumstances, result in Vendor's exclusion from eligibility to contract with SCS for at least five (5) years. Vendor shall provide SCS with the name and contact information for an employee of Vendor who shall serve as SCS's primary security contact and shall be available to assist Customer twenty (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with any security incident in which it is reasonably suspected that there has been a breach of information security. Vendor shall immediately mitigate or resolve any Security Incident, at Vendor's expense and in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse SCS for actual costs incurred by SCS in responding to, and mitigating damages caused by, any Security Incident, including all costs notice and/or remediation incurred under applicable law as a result of the Security Incident.
17. **IRAN DIVESTMENT ACT.** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint 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 proposer is not on the list created pursuant to C.A. §12-12-106.