

INVITATION TO BID (ITB)

NUMBER:20211110

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 best interest of SCS.

RFP TitleLiberty Creek High Band Instruments

NOTICE TO PROPOSERS

There may be one or more amendments to this ITB. In order to receive communication for any such amendments issued specifically to this ITB

TABLE OF CONTENTS

1. Specification

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Gong	Zildjian	PO501 34"	1
Gong Stand	Adams	ASGF w/FF	1
Chimes	Adams	BK3203CF 1.5 Oct w/FF	1
Bar Chimes	TreeWorks	TRE630	1
Bar Chime Stand	Latin Perc	LP332	1
Mallets	Various	Rough Per student estimate	11

MARCHING WINDS

Mellophone	King	1121SP	6
Marching Baritone	King	1127SP	3
Sousaphone	Conn	20KSPW	4

MARCHING PERCUSSION

Marching snare drum	Pearl	PEA-FFXM1311/A-46	3
Tenor Quad Drums	Pearl	PEA-PMTM8023/A46	2

5. Protests

In the event that any interested party finds any part of the listed specifications, terms or conditions to be

7.A Bid Form

Attn: Purchasing Supervisor
1500 Airport Road
Gallatin, TN 37066

- See Pages 9 11 to list pricing for proposed instruments
- The Proposer must include a **pa**

COMPANY NAME: _____

Instruments	Unit Price	Units Requested	Unit Subtotal
Piccolo		2	
Oboe		2	
Bassoon		2	
Bass Clarinet		1	
Contra Alto Clarinet		1	
Tenor Saxophone		2	
Baritone Saxophone		1	
French Horn		6	
Bass Trombone		1	
Euphonium		3	
Tuba		4	
Concert Winds Subtotal			

COMPANYNAME: _____

Instruments	Unit Price	Units Requested	Unit Subtotal
Timpani (Set of 5)		1	
Concert Snare		2	
Concert Bass Drum		1	
Suspended Cymbals		1	
Suspended Cymbals		1	
Sus Cymbal Stand		2	

COMPANY NAME: _____

Instruments	Unit Price	Units Requested	Unit Subtotal
Marching snare drum		3	
Tenor Quad Drums		2	



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 deviation from the stated terms, conditions, or drawings shall be at the proposer's risk. Any deviation from the stated terms, conditions, or drawings shall be at the proposer's risk.

3. **ACCEPTANCE AND AWARDS** 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~~ ~~proposed by~~ ~~SCS~~.
- a. Contracts and purchases will be made with the lowest, responsive, responsible, ~~equal~~ ~~qualify~~ 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 ~~equi~~ ~~9B.6 (a)-2n-3.3 (o)-8.4 (t)-0.6 (a~~

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 is signed, the apparent successful proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax as required by T.C.O. § 12-3-306.
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. §17-4-101.
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 Gramm Leach 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 all applicable federal and state privacy and data protection laws. Vendor represents and warrants that Vendor maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Vendor deems necessary to maintain compliance with SSAE16. If PI provided by SCS to Vendor is subject to FERPA. Vendor agrees that in its handling of FERPA will perform as a school official as that term is defined by FERPA regulations. Vendor acknowledges that its improper disclosure or re disclosure of PI covered by FERPA may, under certain circumstances, result in Vendor's exclusion from eligibility 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-four (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 of 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 certified, 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 §12-A2-106.
18. **COMPLIANCE WITH CONDUCT STANDARDS** Contractors shall be fully responsible for the conduct of its employees, subcontractors, representatives and agents. Loud or offensive music, language or behavior is unacceptable. Tobacco use of any type is prohibited on SCS property. Contact or interaction with staff or students is not allowed excepted between designated representatives of SCS and Contractor.