There may be one or more amendments to this RFP. In order to receive communication for any such amendments issued specifically to this RFP, the proposer must provide a Notice of Intent to Propose to the Sumner County Board of Education (SCS) Purchasing Department. The proposer must utilize this form when submitting notice. The notice may be sent by email to: Purchasing Office, purchasing@sumnerschools.org. SCS will send amendments only to those proposers which complete and return this information in a t

- 1. Introduction/Overview
 - 1.1. Purpose
 - 1.2. Contact Information
- 2. Requirements
 - 2.1. Scope of Work/Specifications
 - 2.2. Contactor Obligations
- 3. Source Selection and Contract Award
- 4. Schedule of Events
- 5. Instructions for Proposal
 - 5.1. Required Forms
 - 5.2. New Vendors
 - 5.3. Acknowledgement of Insurance N8Bance 1H0a/6Pt0

2. Requirements

2.1. Scope of Work / Specifications

This RFP covers the requirements to provide an aircraft training device for SCS. The manufacturer, Redbird, is provided to exhibit the minimum levels, features, quality and service.

ALTERNATES Unless otherwise provided for in this RFP, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character and quality of the item desired. Any item which SCS, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the

product being offered and to provide sufficient descriptive literature, catalog cuts and technical data to enable SCS to determine if the product offered meets the requirements of the solicitation. Failure to provide adequate data for evaluation purposes may result in declaring a bid non-responsive.

The cost for each device must include all shipping cost, installation and training. The bidder must include a cost breakdown for each component included. The bid form lists the estimated order quantity totals for each device. Actual totals may vary.

The vendor must include the warranty length for each product and any restrictions on warranty claims.

SCS reserves the right to award all items to one vendor or each item individually.

FULL MOTION SMULATOR

STATIONARY OPEN COCKPIT SIMULATOR

- A. Classification by the FAA as an Advanced Aviation Training Device
- B. Primary training platform with a minimum 200-degree wrap-around field of view to provide the pilot with straight-ahead as well as peripheral view of the surrounding environment.
- C. 3-sided enclosure
- D. Internet connectivity to vendor for diagnostics and remote support
- E Includes all software plus updates
- F. Equal to or Better than Redbird LD/d
- G. Include Cost for optional equipment/configurations:

iOSconnection ability

Real-world global navigation information (airports, runways, waypoints, etc.) equal to or better than RealNav.

CROSSWIND LANDING ALIGNMENT TRAINER

- A. Motion platform capable of simulation roll, yaw and drift motions
- B. Internet connectivity to vendor for diagnostics and remote support
- C. Includes all software plus updates
- D. Equal to or Better than Redbird Xwind SE

DESKTOP FLIGHT SMULATOR

- A. Desktop flight simulator
- B. Equal to or Better than Redbird JAY Velocity
- C. Internet connectivity to vendor for diagnostics and remote support
- D. Include cost for optional equipment/configurations:

Rudder Pedals

X-plane Software

Aviation headset connection

Smulator based, Al-powered, maneuvers training supplement

Grade 9-12 Smulated Flight Course License Up to 50 students for 1-year

IMMERSIVE TRAINING DEVICES

- A. Virtual reality flight training system
- B. Includes the following:

VR-ready computer with flight training software included

Right controls: rudder pedals, flight yoke and vernier throttle/mixture

Chassis, chair and motion actuators

VR headset

Internet connectivity to vendor for diagnostics and remote support

BASIC AVIATION TRAINING DEVICE

- A. All-in-one, plug and play system
- B. FAA approved
- C. Includes the following:

Computer

Panoramic triple-display producing 180-degree view

Touchscreen instrument panel

Honeycomb yoke

Rudder pedals

Pilot chassis

Software with navigational database

Instructor Operating Station

X-Plane Right Training Course

D. Equal to or Better than Gleim Virtual Cockpit BATD

2.2. Standard Contractor Obligations

Shall provide and obtain all necessary materials, equipment and labor to perform all items listed in the Scope of Work.

Shall provide and obtain all necessary permits and schedule all necessary inspections with Local, County, etc. agencies as required by law.

Shall dispose of all generated waste materials in compliance with all Local, State and Federal guidelines, regulations and requirements.

Shall have property trained and experienced staff to facilitate the services specified in the Scope of Work. If applicable, the Contractor shall provide documentation that staff has received the

SCS reserves the right to enter into discussions with Proposers which have submitted proposals determined to be reasonably like of being considered for selection to assure a full understanding of and responsiveness to the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of their respective proposals.

Upon mutual agreement by both parties, SCS shall grant the right to extend the terms, conditions and prices of contract(s) awarded from this RFP to other Institutions (such as State, Local and/or Public Agencies) who

Institutions will issue their own purchasing documents for purchase of the goods/services. Proposer agrees that SCSshall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

Contractors awarded construction projects for the improvement of real property will be required to provide the following:

- Sgned AIA Document
- o Retainage Account Agreement & Evidence of Open Account (per Tenn. Code Ann. § 66-34-104)
- Payment and Performance Bonds
- Certificate of Liability Insurance
- Sumner County Business License
- Ourrent Copy of W9

4. Schedule of Events

January 20, 2022
February 9, 2022 @ 11:00 am Local Time

Instructions for Proposal

5.1. Required Forms

Proposer must complete and submit the Attachments in Section 6. Attachments may be omitted depending on the RFP requirements. Refer to the Table of Contents for omitted Attachments. Evidence of a valid State of Tennessee Business License and/or Sumner County Business License. For all vendors with annual purchases in excess of \$50,000; a Sumner County Business License must be on file with the SCS Finance Department. Evidence of the license must be provided within ten (10) working days following notification of award; otherwise, SCS may rescind its acceptance of the

Copy of State of Tennessee License (if applicable) in respective field.

If applicable, the Proposer must include a copy of the contract(s) the Proposer will submit to be signed.

5.2. New Vendors

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To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the SCS Finance Department. It is a mandatory requirement to complete the IRS Form W-9 (Attachment 6.9) included in this RFP.

To comply with the , non-employees (individuals , non-employees) must have on file one (1) of the following documents:

o are at least as strict as those in Tennessee;

5.6. Delivery of Proposals

Sealed proposals will be accepted until ______. Proposals received after that time will be deemed invalid. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. SCS shall not accept proposals via electronic transmission such as email, fax, etc.

Company Legal Name:	
Company Official Address:	
Company Web Ste (URL):	
Contact Person for project admi	
Name:	
Address:	
Phone Number:	(office)
	(mobile)
Email Address:	

:		
Agency/ Department:		
Date of Project:	Dollar Value:	
Project Manager/Contact:		
Phone:	Email:	
:		
Agency/ Department:		
Date of Project:	Dollar Value:	
Project Manager/Contact:		
Phone:	Email:	
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Agency/ Department:		
Date of Project:	Dollar Value:	
Project Manager/Contact:	· · · · · · · · · · · · · · · · · · ·	
Phone:		
:		
Agency/ Department:		
Date of Project:	Dollar Value:	
Project Manager/Contact:		
Phone:	Fmail:	

^{*}Proposers may copy this page and submit additional references.

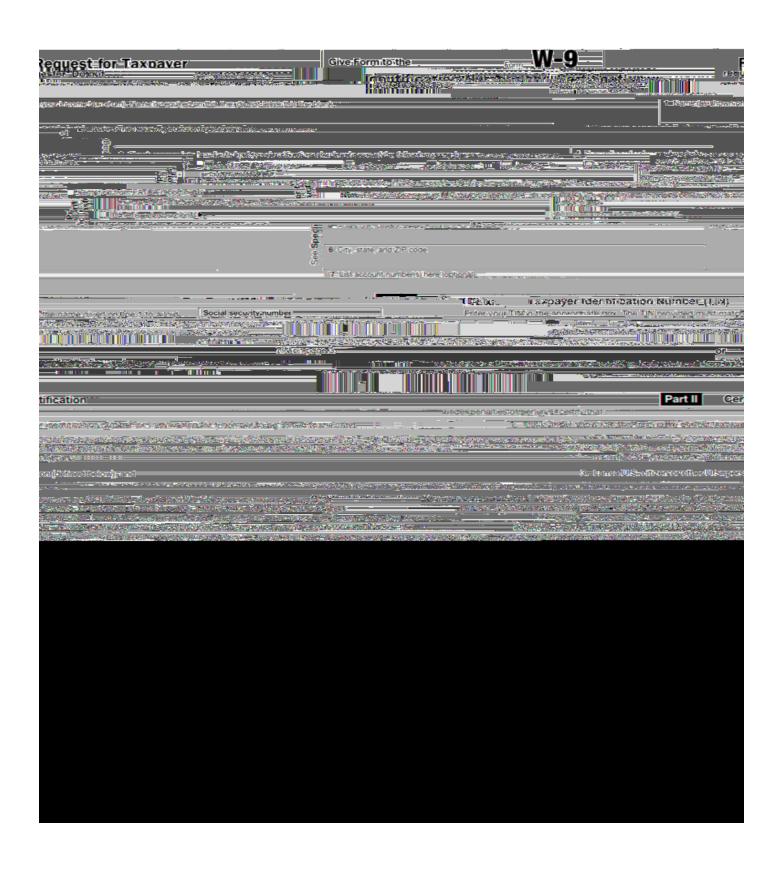
CONTRACTOR LEGAL ENTITY NAME:	

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

(or Social Security Number)

and/or	ion employees and contractors to remain, or becond drugs can seriously affect the health of employees, of others and impair job performance.		
an emp	dersigned, principal officer of bloyer of five (5) or more employees contracting wi es, hereby states under oath as follows:	th Sumner County Board of	Education to provide goods or
1.	The undersigned is a principal officer of		
	Company.		it on behalf of the
2.	The Company submits this Affidavit pursuant to than five (5) employees receiving pay who contract contracted services to submit an affidavit stating complies with Title 50, Chapter 9 of the Tennesse.	cts with the state and any li that such employer has a di	
3.	The Company is in compliance with requiring a drug-free workplace program.	and all applicable Fede	ral Laws, Rules and Regulations
Furthe	r affiant saith not.		
	÷		-
I am pe	me personally appearedersonally acquainted (or proved to me on the basis executed the foregoing affidavit for the purposes		, with whom ad who acknowledged that such
Witnes	ss my hand and seal at office this da	y of	_, 20
Notary	Public	_	
My con	mmission expires:		

The Sumner County Board of Education is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County Board of



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 RFP/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.CA. §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.
- k. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Public Chapter No. 587 / Senate Bill No. 2048 (Employee Background Check). The Bidder further agrees to submit a formal certification thereof prior to commencing work.

. Payment terms must be specified in the proposal, including any discounts for early payment. Partial payments will not be approved unless justification for such payment can be shown. Terms will be NET 30 days. Payment will not be made until the conditions and specifications of the RFP/ITB are inspected and approved as conforming by persons appointed by SCS

In case of vendor default, SCS may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost. If the awarded vendor violates any terms of their response, the contract, SCS policy or any law, they may be disqualified from proposing for a period of two years for minor violations or longer for major violations. Proposals from disqualified proposers will not be accepted during the period of disqualification.

Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. SCS shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires SCS to use nonconforming materials, an appropriate reduction in payment may be made.

SCS is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to or performing repair work on real property for SCS are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.

SCS is an equal opportunity employer. SCS and bidder agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990, if applicable, and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin. In the event that any claims should arise with regards to violations of any such local, state or federal law, statues, rule or regulations, the vendor will indemnify and hold SCS harmless for any damages, including court costs or attorney fees, which might be incurred.

Acceptance of gifts from vendors is prohibited. T.CA. §12-4-106. The contract documents for purchase under this RFP/ITB shall consist of the successful proposer SCSs 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, license 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.

Tennessee Public Chapter No. 878 of 2006, T.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 orporated by this reference.

Before the Purchase Order/Contract resulting from this RFP/ITB 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.A. §12-3-306.

Neither the vendor nor SCS may assign this agreement without prior written consent of the other party.

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.

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/ITB 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.

. The Proposer understands and accepts the non-appropriation of funds provision of SCS

Personal Information (PI) includes but is not limited to that information protected by HIPAA, the HITECH Act, FERPA, or Gramm-Leach-Billey) 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 will 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 data it will perform as a school official as that term is defined by FERPA regulations. Vendor acknowledges that its improper disclosure or redisclosure 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 SCSs primary security contact and shall be available to assist Oustomer 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.

By submission of this proposal, each proposer

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On-Time Submittal One Deadline is listed in Section 4 Schedule of Events Late Proposals will be IMMEDIATELY DISQUALIFIED
A Proposer may not submit alternate proposals unless requested.
Tax not included in cost proposal.
Clearly marked outside of envelope/packa/packa/packa/packa/packa/paccof env