SUMNER COUNTY BOARD OF EDUCATION
Invitation to Bid

ITB No.: 20171129-BOE Cafeteria Tables
Date Released: November 13, 2017

Bid subject to the Standard Terms and Conditions provided. Bid must be received by:

Date/Time: November 29, 2017 @ 10:00 a.m.
Address: Sumner County Board of Education
Attn: Purchasing Supervisor
1500 Airport Road
Gallatin, TN 37066

THIS IS NOT AN ORDER

ITEM NO.	UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
1	EACH	18	J.W. Wiseman Elementary Seat Capacity – 12	Chrome Frame	
				Painted Frame	
2	EACH	14	Union Elementary Seat Capacity - 16	Chrome Frame	
				Painted Frame	

STANDARD PURCHASING TERMS & CONDITIONS
SUMNER COUNTY BOARD OF EDUCATION (SCS)

1. PREPARATION AND SUBMISSION OF BID.

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2. **OPEN RECORDS.** In order to comply with the provisions of the Tennessee Open Records Act, all bids will be publicly opened and are subject to public inspection after the award upon written request. Bidders may be present at bid opening. Summary information will be posted the SCS website, www.sumnerschools.org under the Invitation to Bid link.

3. **ACCEPTANCE AND AWARD.** SCS reserves the right to reject any and all bids and to waive any informality in bids and, unless otherwise specified by the bidder to accept any item in the bid. Action to reject all bids shall be taken for unreasonably high prices, errors in the bid 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 bidder. 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 bid.
   - **e.** If a bidder fails to state a time within which a bid 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 bid, other Institutions (such as State, Local and/or Public Agencies) may purchase off the contract during the same period as SCS.
   - **i.** The awarded bidder 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 State of Tennessee Code Annotated 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.

4. **PAYMENT**. Payment terms must be specified in the bid response, 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 all the conditions of the RFP/RFQ are inspected and approved as meeting all specifications by persons appointed by SCS.

5. **DEFAULT OF SELECTED VENDOR.** 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 bidding for a period of two years for minor violations or longer for major violations. Bids from disqualified bidders will not be accepted during the period of disqualification.

6. **INSPECTION OF PURCHASES.** 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.

7. **TAXES.** 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.

8. **NONDISCRIMINATION.** 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 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