

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.

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2. Source Selection and Contract Award

- Award, if made, will be made to the proposer submitting the lowest cost proposal and whom is also determined to be Responsive.
 - General Criteria to be determined "Responsive"
 - Does the proposal include all required information?
 - Does the proposal include completed attachment forms?
 - Was the proposal delivered on or before the stated deadline?
- SCS reserves the right to reject any proposal that takes exception to the specifications unless prior approval is requested and granted by SCS.
- Upon mutual agreement by both parties, SCS shall grant the right to extend the terms, conditions and prices of contract(s) awarded from this ITB 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 purchase of the goods/services. 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.

3. Schedule of Events

	February 21, 2019
	February 28, 2019

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 ITB. All notifications must be sent to the Purchasing Supervisor via email at purchasing@sumnerschools.org.

Any actual or prospective Proposer who is aggrieved in connection with the ITB or award of a contract may protest to the Purchasing Supervisor and/or the Sumner County Board of Education at its regularly scheduled

Attn: Purchasing Supervisor
1500 Airport Road
Gallatin, TN 37066

Date _____



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

SCS reserves the right to reject any and all proposals and to waive any informality in proposals and, unless otherwise specified by the proposers 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 funds, or any other reason approved by SCS.

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.

Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor.

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.

SCS reserves the right to order more or less than the quantity listed in the proposal.

If a proposal 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.

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.

The contract may not be assigned without written SCS consent.

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.

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.

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.

. 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 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 proposal, the contract, SCS policy or any law, they may be disqualified from submitting proposals for a period of two years for minor I4 ()-10

