

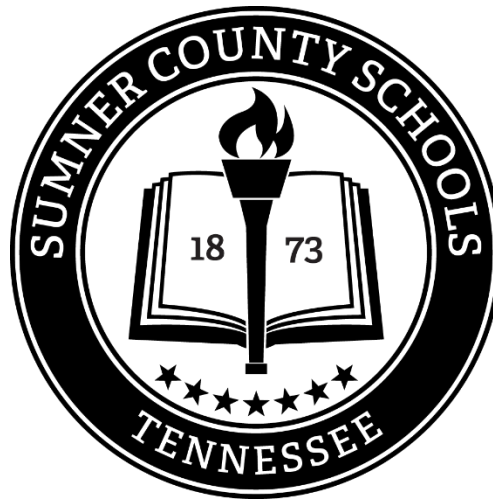
INVITATION TO BID (ITB)

NUMBER: **20241205**

SUMNER COUNTY BOARD OF EDUCATION

This solicitation document serves as the written determination of the SCS Purchasing Supervisor that the use of Competitive Sealed Proposals for this solicitation is in the best interest of SCS.

ITB Title: **School Bus**



Purchasing Staff Contact:

Chris Harrison	Janice Wright
Purchasing Supervisor	Purchasing Coordinator
615-451-6560	615-451-6569
chris.harrison@sumnerschools.org	janice.wright@sumnerschools.org

Release Date: November 14, 2024	Proposal Due Date: December 5, 2024 @ 10:00 am
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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.

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, the proposer must provide the information requested below to the Sumner County Board of Education (SCS) Purchasing Department. The information may be sent by email to: Chris Harrison, Purchasing Supervisor, chris.harrison@sumnerschools.org. SCS will send amendments only to those proposers which complete and return this information in a timely manner.

ITB Number: **20241205 School Bus**

Company Name: _____

Mailing Address: _____

Phone Number: _____

Contact Person: _____

Email Address: _____

Authorized Signature: _____

Printed Name: _____

Date: _____

Emailed amendments will be sent in a Microsoft Word (Office for Windows) or Portable Document Format (pdf) format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award or any other legal remedies available to SCS.

Amendments will also be posted on the SCS website <https://sumnerschools.org/index.php/current-bids-and-rfps> and attached to the solicitation listing as a PDF or WORD file. Check the particular solicitation on the Current Bids and RFPs webpage for any posted amendments.

By completing and returning this form, the Proposer has expressed its intent to provide a proposal for **20241205 School Bus**.

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1. SPECIFICATION

See Attachments which contain detailed specifications for an 84-Passenger Regular Education School Bus and a Special Education School Bus. Also included are specifications for the camera system to be installed in each bus. The Proposer must submit a response to each item listed on the Attachment. Failure to respond will result in a rejection of the Proposer's response. The Proposer shall include the cost for delivery of all buses to the SCS Transportation Garage located at 1500 Airport Road, Gallatin, TN 37066.

2. TAX EXEMPT STATUS

SCS is a tax-exempt governmental entity. A copy of SCS's form will be made available upon request.

3. INVOICING & PAYMENT TERMS

SCS requires Net30 terms from the date of the invoice. SCS shall accept requests for progress payments provided supporting documentation is included to support the request.

SCS requests a contact person in accounting. The contact should be responsive to our invoicing questions and be accurate in producing detailed reporting and other information relevant to our account.

4. SCHEDULE OF EVENTS

ITB Issued	November 14, 2024
ITB Submission DEADLINE	December 5, 2024 @ 10:00 am

5. INSTRUCTIONS FOR PROPOSALS

SCS shall not accept proposals via electronic transmission such as email, fax, etc. There will be no exceptions.

Proposal Package

The outside of the proposal package must be sealed and clearly marked with the following:

"20241205 School Bus"
DO NOT OPEN
Company Name
Date & Time of RFP Opening

All sealed proposals packages must include all the following. Sealed proposals are subject to rejection as non-conforming if any applicable item is not included.

- One (1) Signed Original Copy

Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered.

Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified in the Schedule of Events.

Due to the nature of deliveries to the SCS Support Services Facility by carriers such as UPS, FedEx and such like; the proposal package will be accepted if the date and time on the delivery confirmation are indicated to be on or before the Proposal Deadline.

Delivery Address: Sumner County Board of Education
Attn: Purchasing Supervisor
1500 Airport Road
Gallatin, TN 37066

6. EVALUATION & AWARD

The SCS Purchasing Supervisor will first examine the proposals to reject those that are clearly non-responsive to the stated requirements. Proposers who are determined to be non-responsive will be notified of this determination.

Award, if made, will be made to the Proposer submitting the lowest cost proposal that meets or exceeds the stated specifications. SCS reserves the right to reject any proposal that takes exception to the stated specifications unless prior approval is granted by SCS in writing.

As permissible through the State of Tennessee Cooperative Purchasing Laws and 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 express an interest in participating in any contract that results from this RFP. 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.

7. 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.

8. NEW VENDORS

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 1) included in this RFP.

To comply with the Tennessee Lawful Employment Act (**50-1-702** and **50-1-703**), non-employees (individuals paid directly by the employer in exchange for the individual’s labor or services) must have on file one (1) of the following documents:

- A valid Tennessee driver license or photo identification license used by the department of safety;
- A valid driver license or photo identification issued by another state where the issuance requirements are at least as strict as those in this state, as determined by the department. The commissioner, in consultation with the department of safety, shall determine which states have issuance requirements that are at least as strict as this state, and shall develop, and periodically update, a publicly accessible list of such states on the department’s website;
- An official birth certificate issued by a United States state, jurisdiction or territory;

- A United States government-issued certified birth certificate;
- A valid, unexpired United States passport;
- A United States certificate of birth abroad (DS-1350 or FS-545);
- A report of birth abroad of a citizen of the United States (FS-240);
- A certificate of citizenship (N560 or N561);
- A certificate of naturalization (N550, N570 or N578);
- A United States citizen identification card (I-197 or I-179); or
- A valid alien registration documentation or other proof of current immigration registration recognized by the United States Department of Homeland Security that contains the individual's complete legal name and current alien admission number or alien file number (or numbers if the individual has more than one (1) number).

9. REQUEST FOR CLARIFICATION

Requests for clarification of proposals shall be distributed by the Purchasing Supervisor in writing (or email). Any questions concerning the bid documents must be received by the Purchasing Supervisor no less than ninety-six (96) hours before the bid opening date. **T.C.A. § 12-4-113 (b)** No addenda will be issued within less than forty-eight (48) hours of the bid opening date, excluding weekends and legal holidays, unless the bid deadline is extended for a reasonable period as determined by the Purchasing Supervisor, which shall not be less than forty-eight (48) hours, excluding weekends and legal holidays, to allow for any necessary changes to the bid documents and to allow proposers to resubmit their bids accordingly. **T.C.A. § 12-4-113 (a)**

ATTACHMENT 10.1 - Bid Form



Attn: Purchasing Supervisor
 1500 Airport Road
 Gallatin, TN 37066

Date _____

DESCRIPTION	QUANTITY	PRICE EACH	EXTENDED TOTAL
84 Passenger Transit Bus	3		

By Signing below, Proposer certifies they have carefully examined all instructions, requirements, specifications, terms and conditions of the RFP and certifies:

- A. It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP.
- B. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true and accurate. Proposer acknowledges that the Sumner County Board of Education (SCS) will rely on such statements, information and representations in selecting the successful proposer(s).
- C. That the prices quoted shall be SCSs pricing for the products and/or service.
- D. It shall be bound by all statements, representations, warranties and guarantees made in its proposal.
- E. Proposer acknowledges that the contract may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by SCS, in its sole discretion.
- F. All purchase orders must be duly authorized and executed by SCS and subject to the terms and conditions of the RFP.

Authorized Signature _____

Title _____

Printed Name _____

Vendor Legal Name _____

ATTACHMENT 10.2 – Contract Piggyback Agreement

By Signing below, 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 RFP. 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.

Authorized Signature _____

Title _____

Printed Name _____

Legal Entity Name _____

ATTACHMENT 10.3 – IRS Form W9

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
2	Business name/disregarded entity name, if different from above.		
3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____		4
			Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>		
5	Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)
6	City, state, and ZIP code		
7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
- -									
or									
Employer identification number									
- -									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person

Date

ATTACHEMENT 10.4 - Certification of Non-Collusion & Debarment or Suspension

The undersigned Proposer certifies that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned Proposer certifies, to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180;
- B. Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state or local) terminated for cause or default; and
- C. Are not presently indicated or otherwise criminally or civilly charged by a government entity (federal, state or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgement rendered against it:
 - 1) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction (federal, state or local) or a procurement contract under such a public transaction;
 - 2) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - 3) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under **18 U.S.C. 1001**, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Company: _____

Respondent Signature: _____

Respondent (Print Name & Title): _____

Date: _____

ATTACHMENT 10.5 – Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: <i>(or Social Security Number)</i>	

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 10.6 - Non-Boycott of Israel

The Bidder certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by **Tenn. Code Ann. § 12-4-119**. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. **Tenn. Code Ann. § 12-4-119**.

Contractor Legal Entity Name

Signature of Authorized Representative

Printed Name and Title

Date _____

ATTACHMENT 10.7 – Standard Terms & Conditions SUMNER COUNTY BOARD OF EDUCATION (SCS)

PREPARATION AND SUBMISSION OF BID

1. Failure to examine any drawings, specifications, or instructions will be at the proposer's risk. Any deviation from the stated terms, conditions and specifications must be coordinated with and approved in writing by the SCS Purchasing Supervisor.
2. RFP/ITB SUBMITTAL / SIGNATURE: Proposal shall give the full name and business address of the bidder. If the proposer is a corporation, the name shall be stated as it is in the corporate charter. Proposals must be signed in ink by the proposer's authorized agent. Unsigned proposals will be rejected. Proposals are to be sealed and the outside of the envelope is to reference the RFP/ITB number. The person signing the proposal must show their title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Proposer understands that by submitting a proposal with an authorized signature, it shall constitute an offer to SCS. Proposals must be typewritten or in ink; otherwise they may not be considered. Purchase orders will be issued to the firm name appearing on the W9. Electronic submissions via email, fax, etc. shall not be accepted.
3. SCS is not responsible for any costs incurred by any vendor pursuant to the RFP/ITB. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.
4. All proposers must be in compliance with **T.C.A. § 62-6-119** at the time of proposal submission and provide evidence of compliance with the applicable provisions of the chapter before such proposal may be considered.
5. Proposals are to be received in the location designated in the RFP/ITB no later than the specified date and time. Late submissions will NOT be opened or considered.
6. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing the proposal.
7. Specifications: Reference to available specifications shall be sufficient to make the terms of the specifications binding on the proposer. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the proposer to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the proposal. Proposers are required to notify SCS's Purchasing Supervisor whenever specifications/procedures are not perceived to be fair and open. The articles on which the proposal is submitted must be equal or superior to that specified. Informative and Descriptive Literature: The proposer must show brand or trade names of the articles proposed, when applicable. It shall be the responsibility of the proposer, including proposer's whose product is referenced, to furnish with the proposer such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of proposer.
8. Samples: Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon proposer's request within ten (10) days of RFP/ITB opening, be returned at the proposer's expense. Each sample must be labeled with the proposer's name, manufacturer's brand name and number, RFP/ITB number and item reference.
9. Time of Performance: The number of calendar days in which delivery is to be made after receipt of order shall be stated in the RFP/ITB and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) of order.
10. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the RFP/ITB. Proposal prices shall include delivery of all items F.O.B. destination.
11. New materials and supplies must be delivered unless otherwise specifically stated in the RFP/ITB.
12. Alternate/multiple bids will not be considered unless specifically called for in the RFP/ITB.
13. Only proposals submitted on RFP/ITB forms furnished by SCS will be considered.
14. By signing this RFP/ITB where indicated, the proposer agrees to strictly abide by all applicable local, state and federal statutes and regulations. The proposer further certifies that this proposer is made without collusion or fraud.
15. Error in Proposal. In case of error in the extension of prices in the proposal, the unit price will govern. Late submissions will NOT be opened or considered. Proposers are cautioned to verify their proposals before submission, as amendments received after the RFP/ITB deadline will not be considered. No proposals shall be altered, amended or withdrawn after opening. After proposal opening, a proposer may withdraw a proposal only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the proposal would impose unconscionable hardship due to an error in the proposal resulting in a quotation substantially below the other proposals received. Proposal withdrawals will be considered only upon written request of the proposer.

OPEN RECORDS

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 RFP/ITB opening. Summary information will be posted the SCS website, www.sumnerschools.org under the Invitation to Bid link.

ACCEPTANCE AND AWARD

1. 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.
2. 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.
3. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor.
4. 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.
5. If, during the performance of this contract, the cost of materials increases, through no fault of the contractor, the price of materials shall be equitably adjusted by an amount reasonably necessary to cover any such increase in the cost of materials. The contractor shall provide evidence of the cost increase prior to its' implementation. Annual or Multi-Year Contracts ONLY. Any increase in cost must be approved by SCS.
6. SCS reserves the right to order more or less than the quantity listed in the proposal.
7. 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.
8. 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.
9. The contract may not be assigned without written SCS consent.
10. 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.
11. 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**.
12. 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.
13. 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

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.

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 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.

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.

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.

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**, 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, statutes, rule or regulations, the vendor will indemnify and hold SCS harmless for any damages, including court costs or attorney fees, which might be incurred.

PROHIBITIONS/NO VENDOR CONTRACT FORM

Acceptance of gifts from vendors is prohibited. **T.C.A. §12-4-106**. The contract documents for purchase under this RFP/ITB shall consist of the successful proposer's bid 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, 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.

PROHIBITION ON HIRING ILLEGAL IMMIGRANTS

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 Performance ("the Attestation"), which is attached and hereby incorporated by this reference.

SALES AND USE TAX

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**.

ASSIGNMENT

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

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.

APPLICABLE LAW

Any contract shall be interpreted under the laws and statutes of the State of Tennessee, **T.C.A. §12-3-515**. 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**.

FUNDS

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

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 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 re-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-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.

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 **T.C.A. §12-12-106**.

NON-BOYCOTT OF ISRAEL

The Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by **T.C.A. §12-4-119**.

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 and vaping is prohibited on SCS property. Contact or interaction with staff or students is not allowed excepted between designated representatives of SCS and Contractor.

20241205 School Bus

	Sumner County Schools 84 passenger Transit Bus Front Engine School Bus Specifications			
	Quantity: 3			
Notes to Bidder:	1. Bidder must have a fully licensed in-state sales and service facility. State Dealer License # is _____			
	2. Salesman's dealer license # is _____			
	3. You must return a copy of these specs with your bid response noting all exceptions and deviations.			
	4. Factory direct deliveries are not acceptable, product must have a pre-delivery inspection at in-state facility.			
	5. Please state earliest delivery date:			
<u>Equipment</u>	<u>Description</u>	<u>YES</u>	<u>NO</u>	<u>List Exception</u>
Bus Type	D			
TN Specifications	Must meet all state and federal school bus requirements			
Engine location	Front			
Year Model	New model 2025 or newer			
Seating Capacity	84			
Delivery	1500 Airport Rd, Gallatin, TN 37066			
Manuals	Include owners manual			
Service Training	Provide a minimum of 12 hours product service training at no charge for body and chassis components @ SCS			
Service Tech Equipement	1 (ONE) annual licensed software agreement subscription, specific to bus delivered for diagnosis, analysis, and troubleshooting of engine, transmission, ABS, and electrical systems			
Warranty-Body	Specify Warranty			
<u>CHASSIS</u>	<u>CHASSIS</u>			
Axle Ratio	5.29			
Air Compressor	18.7 CFM, minimum			
Air dryer	Merator Wabco SS 1200 - parts # 5400850-7010 or equivalent			
Air tanks	4,500 cubic inch capacity, Bendix DV-2 with Heater			
Alternator	200 or more amp, Delco or Leece Neville			
Axle , front	13,200 lbs. minimum with oil bath with synthetic lube			
Axle, rear	23,000 minimum lbs. with synthetic lube			
Batteries	3 - 1950 CCA 31 series			

Battery Emgcy Disconnect	Factory Installed in Battery Compartment			
Block Heater	750 watt with bumper mounted recepticle			
Brakes	Outboard drum type w/ auto slack adjusters			
Brakes	ABS with diagnostic light in dash			
Brakes, front	16.5" x 6" minimum			
Brakes, rear	16.5" X 8- 5/8" minimum			
Bumper 3/16" steel, front	12" with electric crossing control arm and stowage bracket			
Bumper 3/16" steel, rear	Concave design			
Cooling system	Radiator to have 745 or greater square inches			
Driveline	Guards around each shaft			
Engine Rating	220 HP. Minimum			
Engine Type	Inline 6 cylinder diesel, Cummins ISB, no exceptions			
Exhaust	Below rear bumper with exhaust mitigator			
Frame	50,000 lbs. psi with rear mounted tow hooks			
Fuel filter	Fuel Water Separartor/ Cartridge type at the engine			
Fuel / Water separator	Davco 382-C with heater or compatible product			
Fuel Tank	60 gal. between frame rails, fuel door with thumb latch			
Fuel Tank	Include fuel fill door & sender access plate at interior floor			
High/low Idle Throttle	Electronic			
Instruments	Speedometer, Voltmeter, Oil pressure, Dual air gauges			
Instruments	Transmission temperature gauge, fast idle switch			
Instruments	Air filter restriction indicator, cruise control			
Shocks	Front and rear			
Springs, front	3 leaf parabolic front springs comenserate with GVWR			
Suspension	Comfort trac 52" or Hendrickson rear springs with 20,000 lbs. or greater rating			
Starting aid	Grid heater			
Steering wheel	Tilt and telescopic steering column			
Tires	Seven (7) 11R22.5 16 ply, Michelin, mounted spare			
Tow hooks	Front and rear mounted			
Transmission	Allison 2500 Series 5 speed, transynd fluid & fuel sense			
Wheel Base	231" or greater			
Wheels	Disc hub piloted, 22.5 X 8.25 powder coated black			
Wiring	Coded-full multiplex body and chassis or Integrated Multiplex			

Warranty-Engine/Trans	5 year or greater engine and transmission warranties			
<u>BODY</u>	<u>BODY</u>			
Access Panels	Located above windshield and driver, access without tools			
Child Reminder	Passenger advisory system (not in side panel) CRS brand			
Crossarm	Electric Operated polycarbonate crossarm			
Defroster fans	Dual 6" dash mounted fans			
Door, emergency	upper & lower tinted glass with vandaloek			
Door, entrance	Three position air outward opening with vandaloek			
Directional Front	LED Lights in Turn Signal			
Driver Arm Rests	Dual folding or right folding and left console			
Emergency exits	4 - push out windows w/ buzzers			
Emergency exits	2 - roof hatches, Specialty Pro Lo 9000 or Spheros equivalent			
Flooring	BLUE floor covering and Koroseal pebble BLUE entrance steps			
Flooring	1/2" or greater plywood with metal aisle trim			
Flooring	Rubber over wheelhousings			
Header Storage	Safety Compartment in front header			
Headroom	77 inches, minimum			
Headlining	Acoustic headlining full length of bus			
Heaters	190,000 BTU front & rear combination w/ removable filter			
Heaters	Booster pump and stepwell heater 30,000 BTU's min. or integrated vents w/ front heater and defrost			
Heaters	Dash mounted water regulator valve			
Heaters	Driver heater mounted on floor behind driver seat			
Heaters	Dual heater cut off valves			
Identification	6" Black letters, both sides/ 6" numbers-four sides on body			
Identification	3/4" x 3" yellow right side rear bumper showing year model			
Insulation	Insulation in roof, front, rear, and side walls. R value = 6.0			
Insulation	1/2" sound absorbing foam installed under driver toeboard			
Lights	LED Dome lights to have dual rows with separate driver dome light			
Lights	LED headlights with daytime runing light feature			
Lights	Warning lights to be LED with sun visor (flashing set to wig-wag, NOT strobing)			
Lights	Stepwell, entrance, marker, stop, tail, turn, front and rear side directional, rear side flood reverse by back tires, reverse, side lights to be LED			

Lights	Headlights (wig-wag) when red lights are activated			
Mirrors	Interior - 10" X 30" non-glare with visor, heated crossview			
Mirrors	Roscoe accustyle-remote & heated with 15 minute timer			
Mud Flaps	Front and Rear			
Paint	Yellow body with white roof, black rub rails and pilasters			
Parts Report	Copy of complete Bus Parts printout "on-line" no charge			
Reflective Tape	"SCHOOL BUS" front and rear caps to be reflective			
Reflective Tape	Side pushout windows and 2" rear of bus, 2" sides			
Reflectors	To be mechanically attached			
Roof Bows	One piece			
Rub rails	Provide four rubrails, painted black			
Radio	AM/FM/CD or Bluetooth/Page/ 6 int. speakers, 1 exterior speaker			
Radio Speakers	8 Coaxial Speakers TBB-152991 or equivalent			
Safety	Fire Ext, Body Fluid kit, Flares, First Aid Kit, Seat Belt Cutter			
Safety Compartment	*FE, FAK, BFK to be mounted on wall and floor beside entrance door*			
Seat Frames	Frames to be powder coated, black			
Seat Space	25" minimum knee space, include seat plan drawing			
Seat Barriers	Blue fire block, kick panel-right side, storage pouch-left side			
Seats / Driver	Air ride, pedestal cover, 2 shocks, fabric insert, Driver's Seat Pouch attached to Seatback			
Seats / Driver	Lap/shoulder belt (orange) with warning indicator, adjustable back			
Seats / Passenger	39" DOT fire block blue upholstery			
Side Panels	Interior - Aluminized steel side walls			
Solenoid	Disconnect all body circuits, 100 amp minimum			
Strobe	Roof mounted Specialty 515-400 with guard or equal, "Wired to Key"			
Stop arm	First Light Safety Products Fully Illuminated Stop Arm, Electric Drive Operated			
Vents	2 - driver's fresh air & static roof vent			
Windows, Passenger	12" openings, tinted glass, Frames: Black for TBB spec, Aluminum for BB spec			
Windows Driver	Double sliding, aluminum sash, tempered			
Windshield	One piece or two piece tinted, bonded in place, tinted band across top			
Windshield	2 grip handles beside windshield and cowl steps			
Wipers	Intermittent feature on turn signal lever			
Wiring	Color & number coded			
Radio-Two way	Kenwood NX-5800-SCPKG-25 Phase I & Phase II, CommTech @ 615-889-4756			

Customer Fuse block	Allows electrical access without using multiplex wiring			
Backing Alarm	112 db required			
Document Holder	Mounted to meet State specs			
Switch	Noise suppression switch to be provided			
Lettering	"Sumner County Schools" #'s, and "D" (Diesel) supplied to successful bidder			
Grille	Chrome or yellow grille, hood intake plenum, and headlight bezels			
Camera system	AngelTrax 12 camera system- contact rep.- Laci Hatley @ 803-414-3035- See attachment			
Camera system	Prior to installation, Transportation Director or designee will visit dealer to mark location of installation			
Camera GPS antenna	Please see attachment - AngelTrax			
Fenders	Rubber or metal fenders around rear wheel opening			
GPS UNITS	To be installed at Sumner County Bus Garage by Davis Electronics 615-666-2450			
GPS UNITS	The selling bus dealer will be responsible for all labor costs to install customer owned GPS units on new buses			
GPS UNITS	GPS to be supplied by Sumner County Schools			
Trash Can	Trash Can - mounted - see Transportation Director for specifics			
Keys	All units to have common key			
Battery Box	Shall be frame mounted with battery cut off switch in box			
Under Carriage Storage	23.3 cubic ft. on driver's side and 27.2 cubic ft. on passenger side or equivalent			
Lights	All lights to be LED type throughout bus			
Seat Numbers	Seats to be numbered prior to delivery, see Transportation Director for location of numbers			
Radio-two way model	Kenwood NX-5800K-SCPKG-25 Phase I and Phase II and all accessories Contact @ 615-889-4756 for installation and price			

AngelTrax VULCANV12 Mobile Digital Video Recording System

12 CAMERA SYSTEM FOR NEW SUMNER SCHOOL BUS SPEC

(System Contents and Product Descriptions Listed Below)

VULCANV12 1

Vulcan Series 12-Channel HD/IP Mobile Digital Video Recorder

- 12 Channels with 8 Channels D1, WD1, 720P, or up to 1080P + 4 Channels IP up to 1080P
- 1TB Platter Hard Drive
- 64GB SD Card for Redundant Recording
- Built-in Wi-Fi Module
- Built-in G-Force Sensor
- Vandal-Resistant Locking Front Cover
- Panic Button
- H.264 Compression

SD64GB 1

64GB SD Solid-State Memory Card

We recommend the use of storage media provided only by AngelTrax for our recording devices. AngelTrax hard drives and SD cards are optimized for around-the-clock video surveillance and are designed to withstand extreme temperatures. Standard hard drives and SD cards purchased through consumer resellers are not made for surveillance devices and have been known to stop functioning at any time without warning, causing a loss of video.

VULPBH 1

Vulcan Series Panic Button Housing

PC color

DMB100-V12 1

L-Shaped Vertical Mounting Bracket for Vulcan V12 MDVR

HD1700V 8

(8) Vulcan Series 170-Degree HD 1080P Low Profile Camera - driver, mid, mid, mid, mid, rear, front bulkhead, rear bulkhead

- 1.7mm Lens with Fully Articulating Lens Casing, Adjustable Vertically and Horizontally at Installation
- IP68 Rated Waterproof Interior/Exterior Camera
- 1080P HD
- 2.12 Megapixels
- Noise-Gated Microphone
- Vandal-Resistant Casing
- Scratch-Resistant, Anti-Glare Glass Lens Cover

- Infrared

HD3600V 2

(2) Vulcan Series 3600 HD Low Profile Camera - windshield w/ bracket and overview of stop arm cams

- 3.6mm Lens with Fully Articulating Lens Casing, Adjustable Vertically and Horizontally at Installation
- IP68 Rated Waterproof Interior/Exterior Camera
- 1080P HD
- 3 Megapixels
- Noise-Gated Microphone
- Vandal-Resistant Casing
- Scratch-Resistant, Anti-Glare Glass Lens Cover
- Infrared
- For use in school bus SAV applications as overview camera when equipped with YELHS1 yellow housing

HDLP5MP-L 1

Vulcan Series HD 5MP SAV Camera for Driver's Side Facing Front of Bus

- 16mm Lens
- IP68 Rated Waterproof Exterior Camera
- 1080P HD
- 5 Megapixels
- Super Infrared
- Anti-Vibration, Vandal-Resistant Casing
- Scratch-Resistant, Anti-Glare Polarized Glass Lens Cover
- Designed to Capture License Plates as Vehicles Pass By
- Mounted on the Driver's Side Exterior and Faces the Front of the Bus

HDLP5MP-R 1

Vulcan Series HD 5MP SAV Camera for Driver's Side Facing Rear of Bus

- 16mm Lens
- IP68 Rated Waterproof Exterior Camera
- 1080P HD
- 5 Megapixels
- Super Infrared
- Anti-Vibration, Vandal-Resistant Casing
- Scratch-Resistant, Anti-Glare Polarized Glass Lens Cover
- Designed to Capture License Plates as Vehicles Pass By
- Mounted on the Driver's Side Exterior and Faces the Rear of the Bus

HD4CBL

13.12 ft. HD Camera Cable

HD9CBL

29.53 ft. HD Camera Cable

HD12CBL

39.37 ft. HD Camera Cable

HD18CBL

59.06 ft. HD Camera Cable

ADJBR100 1

Adjustable Mounting Bracket for Vulcan Series HD-V Camera Capturing Windshield View

IBR650LP4 1

3G/4G Cellular Modem

- Built-in air card
- Provides connectivity through cellular towers and mobile networks
- External module attached via RJ45 cable to the RJ45 port
- INCLUDES POWL058 POWER CABLE
- INCLUDES CAT5CABLE
- INCLUDES SIMCARD

WC4G 1

Vulcan Series Wi-Fi Cellular GPS Tri-Mode Antenna

- Wi-Fi, Cellular and Passive GPS Antenna
- Interior-mounted

V12SECKEY 5

Security Key USB 3.0 for Vulcan V12 MDVR