

INVITATION TO BID (ITB)

NUMBER: **20230502-02**

SUMNER COUNTY BOARD OF EDUCATION

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

RFP Title: **Air Filters**



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: April 20, 2023

Proposal Due Date: May 2, 2023 @ 10:15 am Local Time

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: **20230502-02 Air Filters**

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 **20230502-02 Air Filters**.

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1. Specification

The Sumner County Board of Education is soliciting bids for air filters. The bid price must be firm for period of one year. Any deviation in pricing, during the contract period, may result in contract nullification. Increases in cost of raw materials, which are beyond the Proposer's control, will be considered as an exception. The Proposer is required to notify SCS a minimum of thirty (30) days prior to the increase. SCS must approve any price increase before it is effective. SCS reserves the right to nullify the contract if it is determined that the price increase is beyond the industry standard.

The bid price is to include cost of shipping. All shipments must be palletized and shrink-wrapped. SCS shall refuse any shipment, at the Proposer's sole expense, not received in the specified manner. The shipping address is 1500 Airport Road, Gallatin, TN 37066.

Included is a list of the filters and a 3-year average purchase history (SEE PAGE 5). SCS reserves the right add/remove filter sizes. SCS shall notify the vendor of any changes and request pricing information for new sizes. Pricing for any new size added during the contract period must remain firm for the duration of the contract period. Proposers must price each filter indicated on the Bid Form.

CONTRACT TERM

- July 1, 2023 – June 30, 2024
- SCS reserves the right to extend the contract for an additional four (4), one-year terms. SCS shall accept requests for price increases at the renewal. Extensions and price increases are subject to approval by both parties.

Industrial Pleated Filter

- MERV 8 rating
- 100% Synthetic Fiber
- Galvanized Metal Grid Backing
- V-shape uniform pleat pack
- Water Resistant Frame – One Piece Design
- UL tested & approved
- 1", 2", 4" thickness

Automatic Roll Filter Media

- 2" thickness
- Continuous filament Fiberglass media
- 175°F Continuous Operation Temperature limit
- High Fiber content
- Progressive Density construction

	Size	3-Year Average
1	8-7/8 x 24-1/8 x 1	56
2	8-7/8 x 33-5/8 x 1	49
3	10 x 20 x 1	144
4	10 x 28 x 1	32
5	10 x 32 x 1	104
6	10 x 36 x 1	425
7	10 x 60 x 1	363
8	12 x 12 x 1	8
9	12 x 20 x 1	176
10	12 x 33 x 1	56
11	12 x 48 x 1	336
12	13-7/8 x 28 x 1	57
13	14 x 20 x 1	120
14	14 x 28 x 1	54
15	14 x 30 x 1	24
16	16 x 16 x 1	760
17	16 x 20 x 1	736
18	16 x 24 x 1	32
19	16 x 25 x 1	896
20	16 x 30 x 1	512
21	16 x 36 x 1	42
22	18 x 18 x 1	332
23	18 x 20 x 1	440
24	18 x 25 x 1	447
25	19 x 27 x 1	336
26	20 x 20 x 1	2112
27	20 x 25 x 1	1696
28	20 x 30 x 1	419
29	21-1/8 x 21-1/8 x 1	48
30	22 x 22 x 1	104
31	24 x 24 x 1	771
32	24 x 28 x 1	272
33	24 x 30 x 1	96
34	24 x 36 x 1	107
35	25 x 28 x 1	192
36	25 x 32 x 1	122
37	30 x 32 x 1	64

	Size	3-Year Average
38	30 x 36 x 1	216
39	12 x 24 x 2	16
40	14 x 25 x 2	64
41	15 x 25 x 2	96
42	15 x 31 x 2	129
43	16 x 16 x 2	241
44	16 x 20 x 2	1440
45	16 x 24 x 2	24
46	16 x 25 x 2	664
47	18 x 20 x 2	272
48	18 x 24 x 2	116
49	18 x 25 x 2	113
50	19 x 28 x 2	64
51	20 x 20 x 2	1271
52	20 x 22 x 2	304
53	20 x 24 x 2	240
54	20 x 25 x 2	3069
55	20 x 42 x 2	476
56	21-1/2 x 36-1/2 x 2	24
57	24 x 24 x 2	144
58	24 x 28 x 2	688
59	24 x 30 x 2	568
60	25 x 25 x 2	48
61	25 x 28 x 2	104
62	28 x 30 x 2	52
63	28 x 32 x 2	209
64	28 x 36 x 2	164
65	30 x 20 x 2	336
66	30 x 32 x 2	192
67	30 x 36 x 2	512
68	31 x 31 x 2	65
69	18 x 24 x 4	8
70	20 x 20 x 4	16
71	24 x 24 x 4	8
72	Roll-a-Mat 2" x 45" x 65'	

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 meeting.

6. 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's license or photo identification;
 - A valid driver's license or photo identification from another state where the license requirements are at least as strict as those in Tennessee;
 - A birth certificate issued by a U.S. state, jurisdiction or territory;
 - A U.S. government issued certified birth certificate;
 - A valid, unexpired U.S. passport;
 - A U.S. certificate of birth abroad (DS-1350 or FS-545)
 - A report of birth abroad of a U.S. citizen (FS-240);
 - A certificate of citizenship (N560 or N561);
 - A certificate of naturalization (N550, N570 or N578);
 - A U.S citizen identification card (I-197 or I-179); or
 - 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 number).

7.A Bid Form



Attn: Purchasing Supervisor
1500 Airport Road
Gallatin, TN 37066

Date _____

SEE NEXT PAGE

By checking this box, 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 ITB. 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.

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

- 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.
- 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).
- That the prices quoted shall be SCSs pricing for the products and/or service.
- It shall be bound by all statements, representations, warranties and guarantees made in its proposal.
- 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.
- All purchase orders must be duly authorized and executed by SCS and subject to the terms and conditions of the RFP.

AUTHORIZED SIGNATURE _____

TITLE _____

COMPANY NAME _____

	Size	Price Each
1	8-7/8 x 24-1/8 x 1	
2	8-7/8 x 33-5/8 x 1	
3	10 x 20 x 1	
4	10 x 28 x 1	
5	10 x 32 x 1	
6	10 x 36 x 1	
7	10 x 60 x 1	
8	12 x 12 x 1	
9	12 x 20 x 1	
10	12 x 33 x 1	
11	12 x 48 x 1	
12	13-7/8 x 28 x 1	
13	14 x 20 x 1	
14	14 x 28 x 1	
15	14 x 30 x 1	
16	16 x 16 x 1	
17	16 x 20 x 1	
18	16 x 24 x 1	
19	16 x 25 x 1	
20	16 x 30 x 1	
21	16 x 36 x 1	
22	18 x 18 x 1	
23	18 x 20 x 1	
24	18 x 25 x 1	
25	19 x 27 x 1	
26	20 x 20 x 1	
27	20 x 25 x 1	
28	20 x 30 x 1	
29	21-1/8 x 21-1/8 x 1	
30	22 x 22 x 1	
31	24 x 24 x 1	
32	24 x 28 x 1	
33	24 x 30 x 1	
34	24 x 36 x 1	
35	25 x 28 x 1	
36	25 x 32 x 1	
37	30 x 32 x 1	

	Size	Price Each
38	30 x 36 x 1	
39	12 x 24 x 2	
40	14 x 25 x 2	
41	15 x 25 x 2	
42	15 x 31 x 2	
43	16 x 16 x 2	
44	16 x 20 x 2	
45	16 x 24 x 2	
46	16 x 25 x 2	
47	18 x 20 x 2	
48	18 x 24 x 2	
49	18 x 25 x 2	
50	19 x 28 x 2	
51	20 x 20 x 2	
52	20 x 22 x 2	
53	20 x 24 x 2	
54	20 x 25 x 2	
55	20 x 42 x 2	
56	21-1/2 x 36-1/2 x 2	
57	24 x 24 x 2	
58	24 x 28 x 2	
59	24 x 30 x 2	
60	25 x 25 x 2	
61	25 x 28 x 2	
62	28 x 30 x 2	
63	28 x 32 x 2	
64	28 x 36 x 2	
65	30 x 20 x 2	
66	30 x 32 x 2	
67	30 x 36 x 2	
68	31 x 31 x 2	
69	18 x 24 x 4	
70	20 x 20 x 4	
71	24 x 24 x 4	
72	Roll-a-Mat 2" x 45" x 65'	

Company Name

Date

20230502-02 Air Filters

7.C – 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:

- 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;
- 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
- 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:
 - 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;
 - 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
 - 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 7.D – Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

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 7.E 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 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.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**ATTACHMENT 7.F – 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 and specifications must be coordinated with and approved in writing by the SCS Purchasing Supervisor.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. New materials and supplies must be delivered unless otherwise specifically stated in the RFP/ITB.
- l. Alternate/multiple bids will not be considered unless specifically called for in the RFP/ITB.
- m. Only proposals submitted on RFP/ITB forms furnished by SCS will be considered.
- n. 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.
- o. 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.

2. **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.

- 3. ACCEPTANCE AND AWARD.** 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. 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.
 - e. SCS reserves the right to order more or less than the quantity listed in the proposal.
 - f. 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.
 - g. 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.
 - h. The contract may not be assigned without written SCS consent.
 - i. 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.
 - j. 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**.
 - k. 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.
 - l. 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.
- 4. 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.
- 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 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.
- 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**, 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.
- 9. 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.

- 10. 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.
- 11. 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.
- 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/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.
- 15. FUNDS.** The Proposer understands and accepts the non-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 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.
- 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 T.C.A. §12-12-106.
- 18. 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.
- 19. 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.