Invitation to Bid

20180508-03-BOE

Air Filters

Responses to an Invitation to Bid will be received by the Purchasing Supervisor, Sumner County Board of Education, 1500 Airport Road, Gallatin, TN 37066 for 20180508-03-BOE Air Filters until May 8, 2018 @ 10:30 a.m. Local Time. Bid responses will be opened at that time, taken under advisement and evaluated. All proposals are subject to the Board of Education's conditions and specifications which are available from Chris Harrison, Purchasing Supervisor (615) 451-6560. All bids can be viewed on line at www.sumnerschools.org.

INVITATION TO BID (ITB)

NUMBER: 20180508-03-BOE

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
Purchasing Supervisor
615-451-6560
chris.harrison@sumnerschools.org

Janice Wright
Purchasing Coordinator
615-451-6569
janice.wright@sumnerschools.org

Release Date: April 23, 2018	Proposal Due Date: May 8, 2018 @ 10:30 a.m.

Any altercations 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: **20180508-03-BOE 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 **20180508-03-BOE Air Filters.**

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1. Specification

The Sumner County Board of Education (SCS) 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.

The Bid Form comprises a list of various filter sizes. 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, 2018 – June 30, 2019
- SCS reserves the right to extend the contract for an additional four (4), one-year terms. SCS shall accept requests for price increases sixty (60) days prior to the expiration of the current term. 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
- 175^0F Continuous Operation Temperature limit
- High Fiber content
- Progressive Density construction

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

RFP Issued	April 23, 2018
Questions DEADLINE	May 2, 2018
RFP Submission DEADLINE	May 8, 2018 @ 10:30 a.m. Local Time

4. Delivery of Proposals

Sealed proposals will be accepted until **May 8, 2018 @ 10:30 a.m. Local Time**. 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. There will be no exceptions. Proposals will be opened and read aloud. The reading of the bids will begin at **10:30 a.m. Local Time**.

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

The package containing the proposal must be sealed and clearly marked on the outside of the package:

"20180508-03-BOE Air Filters"
DO NOT OPEN

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_____

Refer to Page 8 of 13 to complete Unit Pricing.

☐ 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.

AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE:	
COMPANY NAME:	
PHONE:	
EMAIL	

	Size	Price (each)
1	8-3/4 x 35-1/4 x 1	
2	8-7/8 x 16-1/8 x 1	
3	8-7/8 x 19-1/8 x 1	
4	8-7/8 x 24-1/8 x 1	
5	8-7/8 x 33-5/8 x 1	
6	10 x 27-1/2 x 1	
7	10 x 28 x 1	
8	10 x 32 x 1	
9	10 x 36 x 1	
10	10 x 60 x 1	
11	12 x 12 x 1	
12	12 x 20 x 1	
13	12 x 24 x 1	
14	12 x 33 x 1	
15	12 x 48 x 1	
16	13-5/8 x 65-1/2 x 1	
17	13-7/8 x 28 x 1	
18	14 x 20 x 1	
19	14 x 30 x 1	
20	15 x 17 x 1	
21	15 x 36 x 1	
22	16 x 16 x 1	
23	16 x 17 x 1	
24	16 x 20 x 1	
25	16 x 24 x 1	
26	16 x 25 x 1	
27	16 x 30 x 1	
28	16 x 36 x 1	
29	18 x 18 x 1	
30	18 x 20 x 1	
31	18 x 24 x 1	
32	18 x 25 x 1	
33	19 x 27 x 1	
34	20 x 20 x 1	
35	20 x 22-1/4 x 1	
36	20 x 25 x 1	
37	20 x 30 x 1	
38	21-1/8 x 21-3/8 x 1	
39	22 x 22 x 1	
40	22 x 33 x 1	
41	24 x 24 x 1	
42	24 x 26 x 1	
43	24 x 28 x 1	
44	24 x 30 x 1	
45	24 x 36 x 1	
46	25 x 25 x 1	

	Size	Price (each)
47	25 x 28 x 1	
48	25 x 32 x 1	
49	28 x 36 x 1	
50	30 x 30 x 1	
51	30 x 36 x 1	
52	12 x 12 x 2	
53	12 x 24 x 2	
54	14 x 20 x 2	
55	14 x 25 x 2	
56	15 x 31 x 2	
57	16 x 16 x 2	
58	16 x 20 x 2	
59	16 x 24 x 2	
60	16 x 25 x 2	
61	18 x 18 x 2	
62	18 x 20 x 2	
63	18 x 24 x 2	
64	18 x 25 x 2	
65	18 x 28 x 2	
66	18 x 30 x 2	
67	19 x 28 x 2	
68	20 x 20 x 2	
69	20 x 22 x 2	
70	20 x 24 x 2	
71	20 x 25 x 2	
72	20 x 42 x 2	
73	21-1/2 x 36-1/2 x 2	
74	22-1/2 x 22-1/2 x 2	
75	22 x 24 x 2	
76	22 x 28 x 2	
77	24 x 24 x 2	
78	24 x 28 x 2	
79	25 x 25 x 2	
80	25 x 28 x 2	
81	28 x 30 x 2	
82	28 x 32 x 2	
83	28 x 36 x 2	
84	30 x 20 x 2	
85	30 x 21 x 2	
86	30 x 32 x 2	
87	30 x 36 x 2	
88	31 x 31 x 2	
89	18 x 24 x 4	
90	20 x 20 x 4	
91	24 x 24 x 4	
92	Roll-a-Mat 2” x 45” x 65’	

7.B IRS Form W9

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ 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 FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENT 7.C – 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.D – 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.** 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 ITB number. The person signing the proposal must show their title, and if requested by SCS, 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. Facsimile responses will not be considered.
- **c.** SCS is not responsible for any costs incurred by any vendor pursuant to the 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 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 SCSs Purchasing Supervisor whenever specifications/procedures are not perceived to be fair and open. The articles on which the proposals are 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 vendor, including vendors whose product is referenced, to furnish with the proposal 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 proposal.
- **h.** Samples: Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon vendor's request within ten (10) days of proposal opening, be returned at the proposer's expense. Each sample must be labeled with the proposer's name, manufacturer's brand name and number, 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 proposal and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the proposal, proposer 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 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 ITB.
- **l.** Alternate/multiple proposals will not be considered unless specifically called for in the ITB.
- **m.** Only proposals submitted on ITB forms furnished by SCS will be considered.
- **n.** By signing the ITB where indicated, the proposer agrees to strictly abide by all local, state and federal statutes and regulations. The proposer further certifies that this proposal 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 ITB deadline will not be considered. No proposal 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 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 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.
   - **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 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.
   - **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 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.C.A. §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 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.

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 proposal, the contract, SCS policy or any law, they may be disqualified from submitting proposals for a period of two years for minor violations or longer for major violations. Proposals 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 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.

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 ITB shall consist of the successful proposer's proposal and 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.**

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 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 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 certifies, 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.