

REQUEST FOR QUALIFICATION (RFQ)

NUMBER: **20260324**

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.

RFQ Title: **STATEMENT OF QUALIFICATIONS FOR ARCHITECTURAL SERVICES**



Purchasing Staff Contact:

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Release Date: February 26, 2026	Proposal Due Date: March 24, 2026 @ 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.

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1. CONTACT INFORMATION

Unauthorized contact regarding this RFQ with employees or officials of SCS other than the Purchasing Supervisor named below may result in disqualification from this procurement process.

Interested parties must direct all communication regarding this RFQ to the Purchasing Supervisor, who is SCS's only official point of contact for this RFQ.

RFQ Procedures
Chris Harrison Purchasing Supervisor 1500 Airport Road Gallatin, TN 37066 chris.harrison@sumnerschools.org

2. INTRODUCTION

The Sumner County Board of Education (SCS) is requesting sealed statements of qualifications for Architectural services. SCS is interested in qualified firms with the capability to provide a range of architectural services related to new and existing buildings along with strategic planning for roof, HVAC, plumbing, electrical, paving, etc. projects.

3. CONTENT OF SUBMISSION

RFQ Content and Format

- A. Cover Letter
 - Not to exceed one (1) page, signed by a principal or officer of the firm.
- B. Qualifications and Experience
 - Provide a summary which presents the background and experience of your firm in current and comparable projects which are related to K-12 education projects. A firm brochure can supplement this summary.
- C. Firm Disciplines
 - List all disciplines provided by the firm's employees (i.e. MPE, Structural, Civil, Interior Design, etc.) For any discipline not provided by the firm, list your preferred firm to provide those services. For firms without Civil Engineering, the selected firm must hire the Civil Engineering firm selected by SCS to work under the architectural contract.
- D. Key Personnel
 - Provide resumes of the firm's key personnel that have expertise related to K-12 education projects. Specify how many full-time employees your firm currently has in its local office supporting the Nashville area.
- E. Project Approach
 - Describe the firm's understanding of providing design services as it relates to new and existing buildings along with strategic planning projects and each key staff member's role within the execution and implementation of the project.
- F. References
 - Please list the name, title and contact information including address, phone number and email address for at least five (5) K-12 education client references.

4. SCHEDULE OF EVENTS

RFQ Issued	February 26, 2026
RFQ Submission DEADLINE	March 24, 2026 @ 10:00 am
Notification of Award	TBD

5. PROPOSAL INSTRUCTIONS

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

Required Forms

- Proposer must complete and submit the Attachments in Section 17.
- Evidence of a valid State of Tennessee Business License.

Proposal Package

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

**“20260324 STATEMENT OF QUALIFICATIONS FOR ARCHITECTURAL SERVICES”
DO NOT OPEN
Company Name
Company Address
MARCH 24, 2026 @ 10:00 AM**

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
- Five (5) Copies of Original
- One (1) USB Drive loaded with complete copy of the vendor’s response

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

6. EVALUATION OF PROPOSALS AND INTERVIEW SELECTION

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.

Proposals will then be evaluated through a comprehensive review by an Evaluation Committee. The role of the Evaluation Committee will be to evaluate and score each proposal based on the criteria below. By responding to this RFQ, the Proposer will be deemed to have agreed that the decision of the Evaluation Committee will be final and binding.

The Evaluation Committee will score the proposals using the following criteria:

Criteria	Points Available
1. Firm Experience	25
2. Personnel Experience	50
3. Project Approach	15
4. References	5
5. Quality, Clarity and Completeness of Submittal Package	5
TOTAL	100

Following the conclusion of proposal evaluations, the Evaluation Committee will rank the proposals based on an average score. The Evaluation Committee will then schedule interviews with the top ranked firms. The number of firms selected for interviews will be determined by the Evaluation Committee.

SCS shall conduct interviews with firms to further clarify or allow elaboration on the firm's qualifications without restating their Proposal. The interview is to be a fact finding and explanation session and is not to be used to negotiate any terms of contract. All travel expenses to and from the interview shall be the responsibility of the Proposer.

7. ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By submitting a proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. The Proposer who may have employees or agents working on SCS properties shall carry current certificates for general and professional liability insurance and for workers' compensation as indicated below. The owner or Principal of each Proposer must also be insured by workers' compensation if they perform any of the services on SCS properties. There will be no exceptions to the insurance requirement. Proposer also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, SCS may rescind its acceptance of the Proposers proposal.

General Liability

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

Workers Compensation

Workers Compensation	Tennessee Statutory Limits
Employer's Liability	\$500,000

Professional Liability Errors & Omissions Insurance

Annual Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

8. INVOICING & PAYMENT TERMS

SCS requires Net30 terms from the date of the invoice.

9. 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 17.11) included in this RFQ.

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. A valid Tennessee driver license or photo identification license used by the department of safety;
- B. 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;
- C. An official birth certificate issued by a United States state, jurisdiction or territory;
- D. A United States government-issued certified birth certificate;
- E. A valid, unexpired United States passport;
- F. A United States certificate of birth abroad (DS-1350 or FS-545);
- G. A report of birth abroad of a citizen of the United States (FS-240);
- H. A certificate of citizenship (N560 or N561);
- I. A certificate of naturalization (N550, N570 or N578);
- J. A United States citizen identification card (I-197 or I-179); or
- K. 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).

10. 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 RFQ. 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 RFQ or award of a contract may protest to the Purchasing Supervisor and/or the Sumner County Board of Education at its regularly scheduled meeting.

ATTACHMENT 17.1 – 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 not more than five years, or both.

Company: _____

Respondent Signature: _____

Respondent (Print Name & Title): _____

Date: _____

ATTACHMENT 17.2 – Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

The Proposer, identified above, does hereby attest, certify, warrant and assure that the Proposer 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 agent 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 Proposer.

ATTACHMENT 17.3 – Attestation Non-Boycott of Israel

The Proposer 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](#).

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 17.4 – Certification of Compliance with the Iran Divestment Act

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

The Iran Divestment Act, **T.C.A. § 12-12-101** et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted, or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to **T.C.A. § 12-12-106**.

By submission of this RFQ, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid 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**.

Signature: _____

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Proposer.

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 17.5 – Criminal Background Compliance Affidavit

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer contracting with Sumner County Board of Education to provide services having direct contact with children or access to grounds of a Sumner County public school while students are on grounds, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the “Company”), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to **T.C.A. § 49-5-413** as amended effective September 1, 2007 for entities entering into contracts with a local board of education where the company’s employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.
3. The Company is in compliance with the terms of **T.C.A. § 49-5-413**.

Further affiant saith not.

Principal Officer: _____

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____

ATTACHMENT 17.6 – Drug Free Workplace Affidavit

The Sumner County Board of Education is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County Board of Education employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Sumner County Board of Education to provide goods or services, hereby states under oath as follows:

The undersigned is a principal officer of _____ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.

The Company submits this Affidavit pursuant to **T.C.A. § 50-9-113**, which requires each employer with no less than five (5) employees receiving pay who contracts with the state and any local government to provide contracted services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the *Tennessee Code Annotated*.

The Company is in compliance with **T.C.A. § 50-9-113** and all applicable Federal Laws, Rules and Regulations requiring a drug-free workplace program.

Further affiant saith not.

Principal Officer: _____

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____

ATTACHMENT 17.7 – 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) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	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

**ATTACHMENT 17.8 – Standard Terms & Conditions
SUMNER COUNTY BOARD OF EDUCATION (SCS)**

PREPARATION AND SUBMISSION OF BID

1. RFQ SUBMITTAL / SIGNATURE: Proposer 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 RFQ 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.
2. SCS is not responsible for any costs incurred by any vendor pursuant to the RFQ. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.
3. 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.
4. Proposals are to be received in the location designated in the RFQ no later than the specified date and time. Late submissions will NOT be opened or considered.
5. 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.
6. Only proposals submitted on RFQ forms furnished by SCS will be considered.
7. By signing this RFQ 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.
8. Late submissions will NOT be opened or considered. Proposers are cautioned to verify their proposals before submission, as amendments received after the RFQ deadline will not be considered. No proposals shall be altered, amended or withdrawn after opening.

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 RFQ 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.
2. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor.
3. It is understood and agreed that SCS shall have ninety (90) days to accept and approve the Proposer as the design firm for SCS.
4. 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 services prior to the issuance of such a purchase order.
5. The contract may not be assigned without written SCS consent.

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 RFQ 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.

NONDISCRIMINATION

SCS is an equal opportunity employer. SCS and Proposer 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.

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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 RFQ shall consist of the successful proposer's RFQ response 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, 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.

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 RFQ 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 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.

COMPLIANCE WITH CONDUCT STANDARDS

Proposer 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 Proposer.