



## **Non-Boycott of Israel Act**

### **TCA 12-4-1**

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, it is certified by each supplier and each person signing on behalf of any supplier. In the case of a joint bid/quote/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 supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award.

***Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.***

The undersigned hereby acknowledges receipt of these affidavits and certifies that submittal in response to this solicitation is in full compliance with the listed requirements. Failure to give proper acknowledge to issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

Organization Representative/Designee:

Organization Name:

Address:

Date:



**PURCHASING**  
**IRAN DIVESTMENT ACT**

**Certification of Non-inclusion**

NOTICE: Pursuant to Divestment Act, Tenn. Code Ann. 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in 12-12-105. Inclusion on this list makes a person ineligible to contract with the State of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[LIST OF INELIGIBLE ENTITIES](#)

By submission of this bid, each bidder and each person signing on behalf of any bidder 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 bidder is not on the list created pursuant to T.C.A. 12-12-106.

Vendor Name (Printed) Address

By (Authorized Signature) Date Executed:

Printed Name and Title of Person Signing:



## Montgomery County Government Purchasing

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\_\_\_\_\_  
Contract Number

It is the policy of Montgomery County Government not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

Please Print:

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Contractor's Phone Number

I, Name, hereby agree to abide by the aforementioned non-discrimination statement and included Title VI regulations.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For Title VI compliance, we ask for voluntary disclosure of the following information:

Ownership Type (please check all that apply):

- Woman-Owned Business
- Woman Minority-Owned Business
- African American-Owned Business
- Native American-Owned Business
- Hispanic-Owned Business
- Asian-Owned Business
- Veteran-Owned Business
- Business Owned by a Person with a Disability
- Other Option: \_\_\_\_\_



## PURCHASING

Elizabeth L Black  
Purchasing Director

350 Pageant Lane, Suite 101-E  
Clarksville, Tennessee 37041

Email: [elblack@mcgtn.net](mailto:elblack@mcgtn.net)  
Phone: (931) 648-5720

### **Prohibited Contract Clauses or Provisions**

Montgomery County is not allowed to waive or limit liability, nor waive or limit the legal rights it would have under existing law to recover its losses under Tennessee law by contract. Powers to do so simply are not granted by the State to a county.

If through the statutory purchasing process, no acceptable supplies, materials, equipment and contractual services proposal is received, and the supplies, materials, equipment and contractual services are essential to the operation of Montgomery County, then and only then will Montgomery County consider a proposal with a limitation of liability, and then only "to the extent allowed by law". While a proposal may be made with a limitation of liability, no proposal with a limitation of liability will be considered if other otherwise acceptable proposals contain no limitation of liability. Acceptance of any proposal with a limitation of liability will be rare and strictly scrutinized.

Generally, contract clauses in derogation of the County's prohibitions are found in the list below and are not acceptable.

- Provisions requiring the County to pay taxes that we are exempt from paying under Tennessee law.
- Provisions requiring the County to pay cancellation fees, incidental or consequential damages, or punitive or exemplary damages. County is liable for actual damages only.
- Provisions requiring the County to pay punitive damages, attorney fees, collection costs, or costs of litigation.
- Provisions requiring the County to agree to assume the risk of liability which might otherwise fall on other parties are void as both an unauthorized attempt to abrogate sovereign immunity and an unauthorized attempt to lend the County's credit (Tenn. Const. I, § 17; Tenn. Const. art. II, § 31).
- Provisions requiring the County to insure, guarantee, or indemnify or hold harmless the Vendor or any party from claims which may arise out of the Agreement or be brought by third parties (OAG 93-1, OAG No. 99-095, OAG 04-065).
- Provisions that limit or cap the total liability of any other party.

- Provisions requiring the County to purchase or obtain liability, property, or other insurance or a performance bond. The County self-insures its exposures in general liability.
- Provisions designating the governing law of a state other than Tennessee.
- Provisions designating the Venue for any claim brought against the County other than Tennessee.
- Provisions requiring confidentiality and nondisclosure that violate the Tennessee Open Records Act (T.C.A. § 10-7-101, *et seq.*). Except as otherwise provided by statute, all County records are public records and open to inspection by any citizen of this State (T.C.A. § 10-7-503).
- Provisions providing for a limitation of time in which the County may bring suit (T.C.A. § 28-1-113).
- Provisions limiting the Vendor's maximum liability. The County cannot waive its right to recover from the vendor what the law would provide under otherwise governing applicable legal principles. In part, it is impermissible for counties to agree to limitations on liability and indemnification clauses because it appropriates money and nullifies governmental immunity without the consent of the legislature. The general existing applicable law regarding duties and liability cannot be waived. Response proposals may be made with limitations of liability subject to the complete statement above.
- Provisions that simply attempt to restate the existing law.

The above is not an exhaustive list. Different contract clauses may set out prohibited duties and rights, and/or limitations/waivers differently.

**All proposed contracts for Montgomery County's review must be delivered as a WORD document for use to exchange revisions.**