



# TENNESSEE TECH UNIVERSITY

## Request for Quotations

### Concrete Finishing Services - 191669280

Quotation Due:	October 24, 2024
Date / Time:	3:00 p.m. CDT

# **1 INTRODUCTION**

## **1.1 Background**

Tennessee Tech University is a four-year comprehensive university located in Cookeville, Tennessee. Tennessee Tech is the state's only technological university and currently enrolls more than 10,000 students. Tennessee Tech offers more than 40 bachelor's and 20 graduate degree programs and 120 concentrations through its various academic divisions – the College of Agriculture and Human Ecology, College of Arts and Sciences, College of Business, College of Education, College of Engineering, College of Fine Arts, College of Graduate Studies, Whitson-Hester School of Nursing, and the College of Interdisciplinary Studies. Tennessee Tech also offers the PhD in education, engineering, and environmental science and maintains three Centers of Excellence, including the Center for Energy Systems Research, the Center for Manufacturing Research and the Center for the Management, Utilization and Protection of Water Resources. The Appalachian Center for Craft, a University satellite campus and an academic program offered through the College of Education, is a nationally accredited School of Art, Craft and Design, offering a Bachelor of Fine Arts degree with concentrations in clay, fibers, glass, metals and woods. Tennessee Tech has consistently achieved high rankings for academic excellence and affordability.

Founded in 1915, Tennessee Tech is governed by its own Board of Trustees.

## **1.2 Statement of Purpose**

Tennessee Tech intends to secure a contract for Concrete Finishing Services. These services will be used on an as-needed basis and for various projects as the need arises, over the life of the contract.

Tennessee Tech has issued this Request for Quotation (RFQ) to define Tennessee Tech's minimum service requirements; solicit Bids; detail Bid requirements; and, outline Tennessee Tech's process for evaluating Bids and selecting the contractor.

Through this RFQ, Tennessee Tech seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are small, minority, disabled person, service-disabled veteran, or women-owned an opportunity to do business with Tennessee Tech as contractors and subcontractors. Vendors must complete the Contractor Requirements Form (See Attachment A for form and classification definitions). In addition, all small, minority, woman, disabled person, and service-disabled veteran owned businesses are strongly encouraged to register with the Governor's Office of Diversity Business Enterprise (Go-

DBE) to attain official certification. Tennessee Tech shall work with the successful Proposer and the Go-DBE Office regarding registration/certification.

Refer to the following internet URL to begin the registration process:

<https://www.tbr.edu/purchasing/how-do-business-tbr>

### **1.3 Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the University's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Tennessee Tech or in the employment practices of Tennessee Tech's contractors. Accordingly, all vendors entering into contracts with Tennessee Tech shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Tennessee Tech has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations:

Greg Holt  
Compliance Officer  
Box 5037  
Cookeville, TN 38505  
931-372-6062  
[gholt@tntech.edu](mailto:gholt@tntech.edu)

### **1.4 Assistance to Bidders with a Disability**

A Bidder with a disability may receive accommodation regarding the means of communicating this RFQ and participating in this RFQ process. A Bidder with a disability should contact the RFQ Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline in the RFQ Section 2, Schedule of Events.

### **1.5 RFQ Communications**

- 1.5.1** Unauthorized contact regarding this RFQ with employees or officials of Tennessee Tech other than the RFQ Coordinator named below may result in disqualification from this procurement process.

Interested Parties must direct all communications regarding this RFQ to the following RFQ Coordinator, who is Tennessee Tech's only official point of contact for this RFQ.

Tina Girdley  
Senior Buyer, Purchasing & Contracts  
Tennessee Technological University  
Box 5144  
Derryberry Hall, Suite 301  
1 William L. Jones Drive  
Cookeville, TN 38505  
Phone: 931-372-6350 / Fax: 931-372-3727  
Email: [tgirdley@tntech.edu](mailto:tgirdley@tntech.edu)

- 1.5.2** Tennessee Tech has assigned the following RFQ name that must be referenced in all communications regarding the RFQ:

**RFQ – Concrete Finishing Services.**

- 1.5.3** Any oral communications shall be considered unofficial and non-binding with regard to this RFQ. Only Tennessee Tech's official responses and communications, as defined in Section 1.5.7 below, shall be considered binding with regard to this RFP. Tennessee Tech's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFQ.

- 1.5.4** Each Bidder shall assume the risk of the method of dispatching any communication or Bid to Tennessee Tech. Tennessee Tech assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or Bid to Tennessee Tech by a deadline date shall not substitute for actual receipt of a communication or Bid by Tennessee Tech.

- 1.5.5** A written question/answer period deadline is designated in the RFQ Section 2, Schedule of Events. The purpose of the written question/answer period is to allow Bidders to submit any questions for official written response by Tennessee Tech. The RFQ Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline in the RFQ Section 2, Schedule of Events.

- 1.5.6** Tennessee Tech reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. Tennessee

Tech's official responses and other official communications pursuant to this RFQ shall constitute an amendment of this RFQ.

**1.5.7** Tennessee Tech will convey all official responses and communications pursuant to this RFQ via internet posting at: <https://www.tntech.edu/purchasing/bidopportunities.php>. It is the Bidder's responsibility to monitor this website to obtain updates to information as needed to submit a response to the most current information issued by Tennessee Tech. Tennessee Tech reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.

**1.5.8** Any data or information provided by Tennessee Tech, in this RFQ, and RFQ Amendment, or any other communication relating to this RFQ is for informational purposes only. Tennessee Tech will make reasonable efforts to ensure the accuracy of such data or information; however, it is the Bidder's obligation to independently verify any data or information provided by Tennessee Tech. Tennessee Tech expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Bidders.

**1.6 Bid Deadline**

Bids must be submitted no later than the Bid Deadline time and date detailed in the RFQ Section 2, Schedule of Events. A Bid must respond to the written RFQ and any RFQ exhibits, attachments, or amendments. A late bid shall not be accepted, and a Bidder's failure to submit a bid before the deadline shall cause the bid to be disqualified. It is the responsibility of the Bidder to ascertain any additional requirements with respect to packaging and delivery to Tennessee Tech. Bidders should be mindful of any potential delays whether foreseeable or unforeseeable.

**1.7 Written Questions/Answer Period**

A question and answer period deadline is in the RFQ Section 2, Schedule of Events. The purpose of the written question/answer period is to allow Bidders to submit any questions they may have in regard to the scope of services requested. To ensure accurate, consistent responses to all known potential Bidders, the official response to questions will be issued by Tennessee Tech as described in RFQ Section 1.6 above and on the date in the RFQ Section 2, Schedule of Events.

## 2 RFQ SCHEDULE OF EVENTS

The following Schedule of Events represents Tennessee Tech's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., CST.

<b>RFQ SCHEDULE OF EVENTS</b>		
<b>NOTICE: Tennessee Tech reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Tennessee Tech will communicate any adjustment to the Schedule of Events to the potential Bidders.</b>		
<b>EVENT</b>	<b>TIME</b>	<b>DATE</b> <b>(all dates are Tennessee Tech business days)</b>
1. Tennessee Tech Issues RFQ		<b>9/18/2024</b>
2. Disability Accommodation Request Deadline		<b>10/4/2024</b>
3. Written Question/Comments Deadline	12:00 noon	<b>10/4/2024</b>
4. Tennessee Tech Responds to Written Questions/Comments	4:30 p.m.	<b>10/11/2024</b>
5. Bid Deadline and Opening	3:00 p.m.	<b>10/24/2024</b>
6. Tennessee Tech Completes Bid Evaluations	3:00 p.m.	<b>10/29/2024</b>
7. Tennessee Tech Issues Intent to Award Letter <u>and</u> Opens RFQ Files for Public Inspection		<b>10/30/2024</b>
8. Award / Effective Date of Contract		<b>11/5/2024</b>

### **3 BID REQUIREMENTS**

Each Bidder must submit a bid in response to this RFQ with the most favorable terms that the Bidder can offer. Tennessee Tech reserves the right to further clarify and request amended bids and/or to negotiate with the best evaluated Bidder subsequent to award recommendation but prior to contract execution if deemed necessary by Tennessee Tech. Any amendment or negotiation shall be within the scope of the original procurement. Tennessee Tech may initiate negotiations which serve to alter the bid/Quotation in a way favorable to Tennessee Tech. For example, prices may be reduced, time requirements may be revised, etc. In no event shall negotiations increase the cost or amend the bid such that the apparent successful Bidder no longer offers the best bid.

- 3.1** Tennessee Tech must receive all Bids in response to this RFQ, at the following address, no later than the Bid Deadline time and date in the RFQ Section 2, Schedule of Events. Late Bids will not be considered and will remain unopened and filed in the RFQ file.

Purchasing and Contracts  
Tennessee Technological University  
Campus Bos 5144  
1 William L Jones Drive, Suite 301  
Cookeville, TN 38505

- 3.2** A Bid must be typewritten or hand-written in ink. A Bidder may not deliver a Bid orally or solely by means of electronic transmission.

- 3.3** Each Bid should be concisely prepared, with emphasis on completeness and clarity of content. A Bid, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All Bid pages must be numbered.

### **4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION**

#### **4.1 Bidder Required Review and Waiver of Objections**

Each Bidder must carefully review this RFQ and all attachments, including but not limited to the *Pro Forma* Contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). All such Comments must be made in writing and received by Tennessee Tech no later than the Written Comments Deadline in the

RFQ Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the necessity of cancelling the RFQ.

## **4.2 RFQ Amendment and Cancellation**

Tennessee Tech reserves the unilateral right to amend this RFQ in writing at any time. If an RFQ amendment is issued, Tennessee Tech will communicate such amendment via internet posting at: <https://www.tntech.edu/purchasing/bidopportunities.php>. Each Bid must respond to the final written RFQ and any exhibits, attachments, and amendments.

Tennessee Tech reserves the right, at its sole discretion, to cancel and reissue this RFQ or to cancel this RFQ in its entirety in accordance with applicable laws and regulations.

## **4.3 Bid Prohibitions and Right of Rejection**

**4.3.1** Tennessee Tech reserves the right, at its sole discretion, to reject any and all Bids in accordance with applicable laws and regulations.

**4.3.2** Each Bid must comply with all of the terms of this RFQ and all applicable state laws and regulations. Tennessee Tech may reject any Bid that does not comply with all of the terms, conditions, and performance requirements of this RFQ. Tennessee Tech may consider any Bid that does not meet the requirements of this RFQ to be non-responsive, and Tennessee Tech may reject such a Bid.

**4.3.3** A Bid of alternate services (*i.e.*, a Bid that offers services different from those requested by this RFQ) shall be considered non-responsive and rejected.

**4.3.4** A Bidder may not restrict the rights of Tennessee Tech or otherwise qualify a Bid. Tennessee Tech may determine such a Bid to be a non-responsive counteroffer, and the Bid may be rejected.

**4.3.5** A Bidder shall not submit more than one bid that offers the goods and/or services requested by this RFQ. Submitting more than one bid shall result in the disqualification of the Bidder unless specifically provided for in this RFQ

**4.3.6** A Bidder shall not submit multiple bids in different capacities. This prohibited action shall be defined as a Bidder submitting one bid as a prime contractor and a second Bidder submitting a bid with the first Bidder offered as a subcontractor. This restriction does not



prohibit different Bidders from offering the same subcontractor as a part of their bids, provided that the subcontractor does not also submit a bid as a prime contractor. Submitting multiple bids in different capacities may result in the disqualification of all Bidders knowingly involved.

**4.3.7** Tennessee Tech shall reject a bid if the Cost Quotation was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Bidder. Regardless of the time of detection, Tennessee Tech shall consider any of the foregoing prohibited actions to be grounds for bid rejection or contract termination.

**4.3.8** Tennessee Tech shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFQ:

**4.3.8.1** An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

**4.3.8.2** A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or bid from the employee; and

**4.3.8.3** A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a bid from the employee and shall not constitute a prohibited conflict of interest.

**4.3.9** Tennessee Tech reserves the right, at its sole discretion, to waive a Bid's variances from full compliance with this RFQ. If Tennessee Tech waives minor variances in a Quotation, such waiver shall not modify the RFQ requirements or excuse the Bidder from full compliance with the RFQ.

#### **4.4 Incorrect Bid Information**

If Tennessee Tech determines that a Bidder has provided, for consideration in this RFQ process or subsequent contract negotiations, incorrect information that the Bidder knew or should have known was materially incorrect, that Bid shall be determined non-responsive and shall be rejected.

#### **4.5 Iran Divestment Act**

By submission of this RFQ, Bidder and each person signing on behalf of 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 Tennessee Code Annotated § 12-12-106. For reference purposes, the list is current available online at <http://www.tn.gov/generalservices/article/Public-Information-library> .

#### **4.6 Bid of Additional Goods and/or Services**

If a Bidder offers related goods and/or services in addition to those required by and described in this RFQ, the additional goods and/or services may be added to the Contract signing at the sole discretion of Tennessee Tech. Bidders must provide a detailed description of each related product and/or service offered in addition to those specified in this RFQ to be considered for inclusion in the contract as a separate attachment. Costs associated with additional related goods and/or services must be provided on a separate attachment. Please note that proposed additional goods and/or services will not be used in bid evaluation.

#### **4.7 Assignment and Subcontracting**

**4.7.1** The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without Tennessee Tech's prior approval. Tennessee Tech may, at its sole discretion, refuse approval of any subcontract, transfer, or assignment.

**4.7.2** If a Bidder intends to use subcontractors, the response to this RFQ must specifically identify the scope and portions of the work each subcontractor will perform.

**4.7.3** Unless Tennessee Tech expressly disapproves of a subcontractor named in a bid prior to Contract signing, the subcontractor is considered an approved subcontractor.

**4.7.4** After Contract award, a Contractor may only substitute an approved subcontractor at the discretion of Tennessee Tech and with the university's prior, written approval.

**4.7.5** Notwithstanding any Tennessee Tech approval relating to subcontracts, the Bidder who is awarded a contract pursuant to this RFQ will be the prime Contractor and will be responsible for all work under the Contract.

**4.8 Right to Refuse Personnel**

At its sole discretion and notwithstanding any prior approval, Tennessee Tech reserves the right to refuse any personnel of the prime Contractor or a subcontractor. Tennessee Tech will document in writing the reason(s) for rejection of any personnel.

**4.9 Insurance**

**4.9.1** During the course of the Contract the Contractor will maintain, at its own expense, insurance in form and substance acceptable to Tennessee Tech. Insurance shall be written by insurance company(ies) licensed to operate in the State of Tennessee. The Contractor shall be required to provide acceptable proof of insurance naming Tennessee Tech and Tennessee Tech Foundation as additional insured prior to execution of Contract. Current proof of insurance shall be provided to Tennessee Tech upon request by the Contractor. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the Contract negotiations and/or Contract.

**4.9.2** The Contractor agrees that the required insurance provided hereunder shall be primary over any insurance of Tennessee Tech and that the Contractor's interests are not covered whatsoever by the university. Tennessee Tech is subject to the provisions of the Tennessee Claims Commission Act, TCA 9-8-301, et seq.

**4.9.3** The enumeration in the contract or in this document of the kinds and amounts of liability insurance shall not abridge, diminish or affect the contractor's legal responsibilities for the consequences of accidents arising out of or resulting from the services of the successful bidder under this Contract.

**4.10 Professional Licensure and Department of Revenue Registration**

**4.10.1** Contractor must possess a valid Tennessee Contractor's License with all applicable classifications and endorsements.

- Contractor's License Number: \_\_\_\_\_
- Classification: \_\_\_\_\_

- Expiration Date of License: \_\_\_\_\_

**Pursuant to TCA #62-6-119, Contractor's license number, expiration date thereof and license classification is to appear on the outside of the envelope containing the bid. BIDS SUBMITTED NOT CONTAINING THIS INFORMATION SHALL NOT BE OPENED OR CONSIDERED.**

#### **4.11 Department of Revenue Registration**

Before the Contract resulting from this RFQ is signed, the apparent successful Bidder must be registered with or exempted by the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. Tennessee Tech shall not award a Contract unless the Bidder provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement.

#### **4.12 Financial Stability**

Prior to award of Contract, Tennessee Tech may require a Bidder to provide information to demonstrate financial stability and capability.

#### **4.13 Bid Withdrawal**

A Bidder may withdraw a submitted Bid at any time up to the Bid Deadline time and date, as noted in the RFQ Section 2, Schedule of Events. To do so, a Bidder must submit a written request, signed by a Bidder's authorized representative to withdraw a bid. After withdrawing a previously submitted bid, a Bidder may submit another bid at any time up to the Bid Deadline.

#### **4.14 Bid Errors and Amendments**

At the option of Tennessee Tech, a Bidder may be bound by all Bid errors or omissions. A Bidder will not be allowed to alter or amend Bid documents after the Bid Deadline time and date in the RFQ Section 2, Scheduled of Events unless formally requested, in writing, by Tennessee Tech.

#### **4.15 Bid Preparation Costs**

Tennessee Tech will not pay any costs associated with the preparation, submittal, or presentation of any Bid.

#### **4.16 Continued Validity of Bids**

All Bids shall state that the offer contained therein is valid for a minimum of ninety (90) days from the date of opening. This assures that Bidders' offers are valid for a period of time sufficient for thorough consideration. Bids which do not so state will be presumed valid for ninety (90) days.

#### **4.17 Disclosure of Bid Contents**

Each Bid and all materials submitted to Tennessee Tech in response to this RFQ shall become the property of the university. Selection or rejection of a Bid does not affect this right. All Bid information, including detailed price and cost information, shall be held in confidence during the evaluation process.

**4.17.1** Upon the completion of the evaluation of bids, indicated by public release of a Letter of Intent to Award, the bids and associated materials shall be open for review by the public in accordance with Tennessee law. By submitting a bid, the Bidder acknowledges and accepts that the full bid contents and associated documents shall become open to public inspection in accordance with Tennessee statute. Notations on bids that materials submitted be kept confidential will not be honored. All bid documents and contracts become public records in accordance with applicable statute(s).

**4.17.2** If an RFQ is re-advertised, all prior offers and/or bids shall remain closed to inspection by the Bidders and/or public until evaluation of the responses to the re-advertisement is complete.

#### **4.18 Contract Approval**

The RFQ and the Contractor selection process do not obligate Tennessee Tech and do not create rights, interests, or claims of entitlement by either the Bidder with the apparent best-evaluated bid or any other Bidder. Contract award and Tennessee Tech obligations pursuant thereto shall commence only after the Contract is executed by the Contractor and all other appropriate authorities.

#### **4.19 Contract Amendment**

After Contract award, Tennessee Tech may request the Contractor to deliver additional goods and/or perform additional services within the general scope of the Contract and this RFP, but

beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, Tennessee Tech will provide the Contractor a written description of the additional goods and/or services. The Contractor must respond to Tennessee Tech with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If Tennessee Tech and the Contractor reach an agreement regarding the goods and/or services and associated compensation, such agreement must be affected by means of a Contract amendment. Further, any such amendment requiring additional goods and/or services must be signed by both Tennessee Tech and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until Tennessee Tech has issued a written Contract amendment with all required approvals.

#### **4.20 Severability**

If any provision of this RFQ is declared by a court to be illegal or in conflict with any law, the decision shall not affect the validity of the remaining RFQ terms and provisions; and the rights and obligations of Tennessee Tech and Bidders shall be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.

#### **4.21 Next Ranked Bidder**

Tennessee Tech reserves the right to initiate negotiation with the next ranked Bidder should the university cease doing business with any Bidder selected via this RFQ process.

#### **4.22 Policy and Guideline Compliance**

This bid request and any award made hereunder are subject to Tennessee Tech's policies and guidelines.

#### **4.23 Protest Procedures**

A copy of Tennessee Tech's bid protest procedures is available upon request to the RFQ coordinator.

A protest shall be considered waived if the subject matter of the protest was known or should have been known to the protester before the Written Comments Deadline and the Bidder did not raise the issue in a Written Comment.

#### **4.24 Termination for Convenience**

Tennessee Tech may terminate this Contract without cause for any reason by providing the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized services completed as of the termination date, but in no event shall Tennessee Tech be liable to the Contractor for compensation for any service which has not been rendered

### **5 Bid Evaluation & Contract Award**

#### **5.1 Evaluation Categories**

Tennessee Tech intends to use a percentage of the labor and equipment rates for evaluation. The percentages that will be used for each of these categories are detailed below.

<b>CATEGORY</b>	<b>PERCENTAGE</b>
Skilled Labor	60%
Unskilled Labor	10%
Backhoe / Bobcat	15%
Dump Truck / Trailer	15%

#### **5.2 Evaluation Process**

Tennessee Tech intends to use the labor rates as established in the Contract for services provided on an "as needed" basis. For purposes of this evaluation, calculations will be based on 60% skilled labor, 10% unskilled labor, 15% backhoe or bobcat and 15% dump truck or trailer. The apparent successful Bidder shall be the Bidder with the lowest total weighted labor rate who meets all required specifications.

#### **5.3 Contract Award Process**

##### **5.3.1** The RFQ Coordinator will forward the results of the Bid evaluation process to the appropriate Tennessee Tech official(s) who will consider the Bid evaluation process results and all pertinent information available to make a determination about the Contract award. Tennessee Tech reserves the right to make an award without further discussion of any Bid.

Notwithstanding the foregoing, to affect a contract award to a Bidder other than the one receiving the highest evaluation score, the requesting department must provide written justification for such an award and obtain the written approval of the appropriate Tennessee Tech official.

**5.3.2** After the appropriate official's determination, Tennessee Tech will issue an Intent to Award to identify the apparent best-evaluated proposal as in the RFQ Section 2, Schedule of Events.

**NOTE: The Intent to Award shall not create rights, interests, or claims of entitlement in either the Bidder with apparent best-evaluated bid or any other Bidder.**

**5.3.3** Tennessee Tech will also make the RFQ files available for public inspection for a defined period following issuance of the Intent to Award and prior to Contract award. **By submitting a Bid, the Bidder understands and agrees that its Bid will become available to the public.**

**5.3.4** The Bidder with the apparent best-evaluated bid must agree to and sign a Contract with Tennessee Tech, which shall be substantially the same as the RFQ Attachment 6.2, *Pro Forma* Contract. Prior to contract execution, Tennessee Tech reserves the right, at its sole discretion, to add terms and conditions or to revise *Pro Forma* Contract requirements in the university's best interests subsequent to this RFQ process. No such terms and conditions or revision of contract requirements shall materially affect the basis of bid evaluations or negatively impact the competitive nature of the RFQ process.

**5.3.5** The Bidder with the apparent best-evaluated bid must sign and return the Contract written by Tennessee Tech pursuant to this RFQ no later than the deadline provided by Tennessee Tech. If the Bidder fails to provide the signed Contract by the deadline, Tennessee Tech may determine that the Bidder is non-responsive to the terms of this RFQ and reject the bid.

**5.3.6** If Tennessee Tech determines that the apparent best-evaluated bidder is non-responsive and rejects the bid, the RFQ Coordinator will re-calculate scores for each responsive Bidder to determine the new, apparent best-evaluated Bidder.

**6.0** **Technical Requirements.** All bids must meet or exceed the following minimum technical requirements.

**6.1** Contract shall provide hourly labor services on an "as needed" basis by Tennessee Tech.

**6.1.1** The hourly labor rate shall include all costs associated with providing concrete finishing services to Tennessee Tech including, but not limited to, travel, meals, lodging, tools and equipment.



- 6.1.2** Labor rate charges shall begin at the time Contractor arrives on job site. Travel time to and from job site is at Contractor's expense. **EXCEPTION:** Whenever work is done at the Craft Center (off Hwy 56 at Hurricane Bridge near Smithville, TN), the University agrees to allow the Contractor to charge one (1) hour extra labor per day per person, in accordance with each person's labor classification, in order to cover expenses incurred as a result of travel time to the Craft Center.
- 6.1.3** Rental charges on necessary machinery and equipment, not customarily provided by contractors, shall be a reimbursable cost. Cost is defined as invoiced amount from rental agency; no markups are authorized for rental equipment. University's reimbursement to Contractor for rental equipment is contingent upon University's written pre-approval of all such rental equipment for which reimbursement is requested. Rental charges will not be allowed on any tools or equipment owned by Contractor or for any tools or equipment typically owned/provided by a licensed contractor performing trades covered by this Contract. Any Contractor invoices requesting reimbursement must be accompanied by all of the following: 1) rental invoice showing payment amount and dates of use; and 2) the University's written pre-approval. **Reimbursements will not be made from quotes or estimates and will not be made until satisfactory completion of work for which rental equipment was used.**
- 6.1.4** Contractor must contact designed TTU Point of Contact (POC) each day to discuss work status and staffing levels. Additionally, coordinate with TTU POC in advance when performing any work to be performed before/outside of regular hours.
- 6.1.5** Contractor must possess a valid Contractor's license with all applicable classifications and endorsements.
- 6.1.6** Contractor must provide its own tools of the trade. Tennessee Tech will not be responsible for lost or stolen items.
- 6.1.7** Contractor must have sufficient manpower to accommodate multiple extensive projects as necessary.
- 6.1.8** Tennessee Tech requires, as to the nature of the work, that all workers wear shirts, pants (ankle length) and shoes.
- 6.1.9** The Contractor shall be responsible for adequately securing their work areas.

- 6.1.10** Contractor shall be responsible for clean-up of all materials from the job site, unless otherwise instructed by Tennessee Tech.
- 6.1.11** All applicable permits, licenses and taxes shall be the sole responsibility of the Contractor.
- 6.1.12** Materials and supplies shall be invoiced at cost plus fifteen percent (15%). Cost is defined as Contractor's invoiced cost before tax. Any Contractor invoices requesting reimbursement must be accompanied by an invoice showing purchase price of parts or materials. Reimbursements will not be made from quotes or estimates.
- 6.1.13** Contractor shall assist Tennessee Tech personnel with cost estimates on concrete finishing work contemplated or on renovations that include concrete work and materials. These project estimates are to be provided at no cost to Tennessee Tech.
- 6.1.14** Concrete slabs should typically be 6 inches thick for all sidewalks and other flatwork. All slabs shall have ½ inch rebar installed in a 3-foot by 3-foot grid pattern. Rebar should be inner connected utilizing plastic "chairs" that both connect the rebar and lift it so that it is in the middle of the concrete, i.e. not laying on the ground. If poured concrete is adjacent to any existing concrete, ½ rebar dowels shall be drilled into the existing concrete within 6 inches of each edge and at least every 2 feet in between with a minimum of at least 3 dowels on every existing slab. Concrete finish shall typically be a broom finish on all exterior slabs with "picture framed" finish. A 3-foot sidewalk shall be picture framed in a 3-foot by 3-foot pattern, a 4-foot sidewalk shall be finished in a 4-foot by 4-foot pattern, etc.
- 6.1.15** All interior slabs shall have a troweled smooth finish, unless otherwise specified. A minimum of 4000 psi concrete shall be used in all applications unless otherwise directed by a Tennessee Tech representative. A Tennessee Tech representative must approve the concrete prep before any concrete is poured to ensure that proper application of the specification have been met.
- 6.1.16** While work is being performed, Contractor shall ensure that public areas are kept clean and protected from damage at all times. Contractor will be responsible for protection of Tennessee Tech property and will repair any damage caused by Contractor during performance of work at Contractor's cost.
- 6.1.17** The Contractor is expected to maintain professional and courteous conduct while working on Tennessee Tech projects. Courtesy to Tennessee Tech students and employees while Contractor is performing work on campus is an important concern to Tennessee Tech.

**6.1.18** Contractor shall lawfully dispose of all trash, materials, and debris and will leave work area in clean, uncluttered condition.

## **7 Cost Proposal**

**7.1** Bidders are to provide a bid for the following:

Labor:

- Skilled Labor (Concrete Finisher / Former / Plaster) \$ \_\_\_\_\_ / hour
- Unskilled Labor (Helper / Laborer) \$ \_\_\_\_\_ / hour

Equipment:

- Small Backhoe or No. 763 or larger Bobcat (including operator).

Equipment must have the following capabilities:

- 1500 lbs. lift capacity
- 10 cubic feet bucket
- 8 ft. digging depth by 24" wide
- Pavement breaker attachment
- 12-inch auger

\$ \_\_\_\_\_ / hour

- Small Dump Truck or Trailer (including operator). Load capacity of 6,000 lbs. or greater:

\$ \_\_\_\_\_ / hour

## **8 Bid Evaluation**

**8.1** Tennessee Tech intends to use the labor rates as established in the Contract for services provided on an "as needed" basis. For purposes of this evaluation, calculations will be based on 60% skilled labor, 10% unskilled labor, 15% backhoe or bobcat and 15% dump truck or trailer.

**8.2** The apparent successful Bidder shall be the Bidder with the lowest total weighted labor rate who meets all required specifications.

**BIDDER IS TO COMPLETE INFORMATION AND SIGN BID BELOW.**

\_\_\_\_\_  
Bidding Entity's Name (Print)

\_\_\_\_\_  
Name of Contact Person (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Date

Name & Title of Signatory (Print): \_\_\_\_\_



**Minority Owned (MO)** means a business that is a continuing, independent, for profit business which performs a commercially useful function and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is:

- a) African American (a person having origins in any of the black racial groups of Africa);
- b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- d) Native American (a person having origins in any of the original peoples of North America).

**Woman-Owned (WO)** means a business that is a continuing, independent, for profit business which performs a commercially useful function and is at least fifty-one percent (51%) owned and controlled by one (1) or more women; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more women and whose management and daily business operations are under the control of one (1) or more women.

**Small Business (SB)** means a business that is independently owned and operated for profit, is not dominant in its field of operation and is not an affiliate or subsidiary of a business dominant in its field of operation. The Governor's Office of Diversity Business Enterprise establishes small business guidelines on industry size standards. The criteria guidelines are required to be met in order for a business to be considered small. The annual receipts or number of employees indicates the maximum allowed for a small business concern and its affiliates to be considered small.

TYPE OF BUSINESS	ANNUAL GROSS SALES	NO. OF EMPLOYEES
Agriculture, Forestry, Fishing	\$500,000	9
Architectural / Design / Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Educational	\$1,000,000	9
Finance, Insurance & Real Estate	\$1,000,000	9
Information Systems / Technology	\$2,000,000	30
Manufacturing	\$2,000,000	99
Marketing / Communications / Public Relations	\$2,000,000	30
Medical / Healthcare	\$2,000,000	30
Mining	\$1,000,000	49
Retail Trade	\$750,000	9
Service Industry	\$500,000	9
Transportation, Commerce & Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19

**Service-Disabled Veteran Business Enterprise (SDVBE)** means any person who served honorably on active duty in the Armed Forces of the United States with at least a twenty percent (20%) disability that is service-connected, meaning that such disability was incurred or aggravated in the line of duty in the active military, naval or air service. "Tennessee Service disabled Veteran Owned Business" means a service-disabled veteran owned business that is a continuing, independent, forprofit business located in the state of Tennessee that performs a commercially useful function, and that:

- a) Is at least fifty-one percent (51%) owned and controlled by one (1) or more service-disabled owned veterans;
- b) In the case of a business solely owned by one (1) service-disabled veteran and such person's spouse, is at least fifty percent (50%) owned and controlled by the service-disabled veteran; or
- c) In the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more service-disabled veterans and whose management and daily business operations are under the control of one (1) or more service-disabled veterans.

**Certified Disabled-Owned (DB)** means a business owned by a “person with a disability” that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more persons with a disability; or, in the case of any publicly-owned business, at least fifty one percent (51%) of the stock of which is owned and controlled by one (1) or more persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability. "Person with a disability" means an individual who meets at least one (1) of the following:

- a) Has been diagnosed as having a physical or mental disability resulting in marked and severe functional limitations that is expected to last no less than twelve (12) months;
- b) Is eligible to receive social security disability insurance (SSDI); or
- c) Is eligible to receive supplemental security income (SSI) and has a disability as defined in subdivision a).

## ATTACHMENT 6.2

### PRO FORMA CONTRACT

The *Pro Forma Contract* set forth in this Attachment contains some “blanks”, signified in brackets by words in all capital letters, describing material to be added, along with appropriate additional information, in the final contract resulting from this RFQ.

**CONTRACT  
BETWEEN TENNESSEE TECHNOLOGICAL UNIVERSITY  
AND  
CONTRACTOR NAME**

This Contract, by and between Tennessee Technological University, hereinafter referred to as the “University” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for hourly concrete finishing services, as further defined in the "SCOPE OF SERVICES."

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor's address is:

[ADDRESS]

The Contractor's place of incorporation or organization is [STATE OF ORGANIZATION].

**A**     SCOPE OF SERVICES:

The Contractor shall provide hourly concrete finishing services on an “as required” basis, as outline herein.

The Contractor [DOES] or [DOES NOT] agree to extend the terms, conditions, and pricing for these services to other state of Tennessee universities, Tennessee Board of Regents and University of Tennessee System Institutions, and other entities/agencies of the State of Tennessee. Such extension shall be by separate agreement between the Contractor and the institution.

**B**     CONTRACT TERM:

B.1     This Contract shall be effective for the period commencing on the date of execution, and ending five (5) years thereafter. Tennessee Tech shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2     Costs are to remain firm for a one (1) year period. Contractor may request a price increase annually thereafter, to the extent such increase has been experienced by Contractor and can be substantiated in writing. Tennessee Tech may accept requested price increase or choose to rebid, at its sole discretion.

**C.**     PAYMENT TERMS AND CONDITIONS:



C.1 Payments to the Contractor shall be made in accordance with the Tennessee Prompt Pay Act. Payments shall be made only after receipt of invoice(s) by the Contractor and after performance of the portion of the goods/services which the invoiced amount represents. The final payment shall be made only after the Contractor has completely performed its duties under this Contract.

C.2 The Contractor shall be compensated based on the Service Rates for units of service authorized by Tennessee Tech in a total amount not to exceed the Contract Maximum Liability established in Section C.3. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service.

- Skilled Labor (Concrete Finisher / Former / Plasterer)

\$ \_\_\_\_\_ / hour

- Unskilled Labor (Helper or Laborer)

\$ \_\_\_\_\_ / hour

- Small Backhoe or No. 763 or larger Bobcat (including operator). Equipment must have the following capabilities:

- 1500 lbs. lift capacity
- 10 cubic feet bucket
- 8 ft. digging depth by 24" wide
- Pavement breaker attachment
- 12-inch auger

\$ \_\_\_\_\_ / hour

- Small dump truck or trailer (including operator). Load capacity of 6,000 lbs. or greater:

\$ \_\_\_\_\_ / hour

C.3 Maximum Liability. In no event shall the maximum liability of Tennessee Tech under this Contract exceed [WRITTEN DOLLAR AMOUNT] [\$NUMBER AMOUNT]. The Service Rates in Section C.2 include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless Tennessee Tech requests work and the Contractor performs the work in accordance with the Contract requirements.

C.4 Materials furnished by Contractor are to be charged to Tennessee Tech at a rate of cost-plus fifteen percent (15%). (Note: Cost is defined as Contractor's invoiced cost-plus tax. Upon request of Tennessee Tech, Contractor may be required to furnish a copy of contractor's purchase invoice as proof of cost.

C.5 Invoicing. Invoices must be separated by job and must include the following information, at minimum:

1. Dates of service with breakdown of daily labor hours / equipment hours performed by each worker for which charges are being invoiced.

2. Detailed description of all labor services provided.
  3. Building name, room numbers/area, and name of Tennessee Tech Personnel who requested work.
  4. Contract Number. Contract Number will be assigned to you by Purchasing upon award.
- Tennessee Tech will work with Contractor to ensure that the exact format and information solicited above is provided correctly by the Contractor.

D. CONTRACTOR RESPONSIBILITIES:

- D.1 Contractor shall provide hourly labor services on an "as needed" basis by Tennessee Tech University.
- D.2 Concrete slabs should typically be 6 inches thick for all sidewalks and other flatwork. All slabs shall have ½ inch rebar installed in a 3-foot by 3-foot grid pattern. Rebar should be inner connected utilizing plastic "chairs" that both connect the rebar and lift it so that it is in the middle of the concrete, i.e. not laying on the ground. If poured concrete is adjacent to any existing concrete, ½ rebar dowels shall be drilled into the existing concrete within 6 inches of each edge and at least every 2 feet in between with a minimum of at least 3 dowels on every existing slab. Concrete finish shall typically be a broom finish on all exterior slabs with "picture framed" finish. A 3-foot sidewalk shall be picture framed in a 3-foot by 3-foot pattern, a 4-foot sidewalk shall be finished in a 4-foot by 4-foot pattern, etc.
- D.3 All interior slabs shall have a troweled smooth finish, unless otherwise specified. A minimum of 4000 psi concrete shall be used in all applications unless otherwise directed by a Tennessee Tech representative. A Tennessee Tech representative must approve the concrete prep before any concrete is poured to ensure that proper application of the specification have been met.
- D.4 The hourly labor rate shall include all costs associated with providing concrete finishing services to Tennessee Tech including, but not limited to, travel, meals, lodging, tools and equipment.
- D.5 Labor rate charges shall begin at the time Contractor arrives on job site. Travel time to and from job site is at Contractor's expense. EXCEPTION: Whenever work is done at the Craft Center (off Hwy 56 at Hurricane Bridge near Smithville, TN), Tennessee Tech agrees to allow the Contractor to charge one (1) extra hour per day per person, in accordance with each person's labor classification, in order to cover expenses incurred as a result of travel time to the Craft Center.
- D.6 Contractor must contact designed TTU Point of Contact (POC) each day to discuss work status and staffing levels. Additionally, coordinate with TTU POC in advance when performing any work to be performed before/outside of regular hours.
- D.7 Contractor must possess a valid Contractor's license with all applicable classifications and endorsements.
- D.8 Contractor must provide its own tools of the trade. Tennessee Tech will not be responsible for lost or stolen items.

- D.9 Contractor must have sufficient manpower to accommodate multiple extensive projects as necessary.
- D.10 Tennessee Tech requires, as to the nature of the work, that all workers wear shirts, pants (ankle length) and shoes.
- D.11 While work is being performed, Contractor shall ensure that public areas are kept clean and protected from damage at all times. Contractor will be responsible for protection of Tennessee Tech property and will repair any damage caused by Contractor during performance of work at Contractor's cost.
- D.12 Contractor shall lawfully dispose of all trash, materials, and debris and will leave work area in clean, uncluttered condition.
- D.13 The Contractor is expected to maintain professional and courteous conduct while working on Tennessee Tech projects. Courtesy to Tennessee Tech students and employees while Contractor is performing work on campus is an important concern to Tennessee Tech.
- D.14 All applicable permits, licenses and taxes shall be the sole responsibility of the Contractor.
- D.15 Concrete must meet 4,000-pound strength mix as shown by copies of each delivery ticket from supplier, attached to each invoice. Sample testing will be performed by Tennessee Tech as deemed appropriate. Any shortages will result in a 10% deduction from total invoice.
- D.16 Contractor shall assist Tennessee Tech personnel with cost estimates on concrete finishing work contemplated or on renovations that include concrete work and materials. These project estimates are to be provided at no cost to Tennessee Tech.

E. GENERAL TERMS AND CONDITIONS:

- E.1 Authorized Signatories and Counterparts. Tennessee Tech is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Contract.
- E.2 Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.
- E.3 Termination for Convenience. Tennessee Tech may terminate this Contract without cause for any reason. Termination under this Section E.3 shall not be deemed a Breach of Contract by Tennessee Tech. Tennessee Tech shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for approved services as of the termination date. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4 Termination for Cause. If the Contractor fails to perform its obligations under the Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, Tennessee Tech shall have the right to immediately terminate the Contract provided, however, the university shall have the option to give Contractor written notice and a specified period of time in which to cure. Notwithstanding the above, the Contractor shall not be relieved of liability to Tennessee Tech for damages sustained by virtue of any breach of this Contract by the Contractor. In addition, in the

event of default of the Contractor, Tennessee Tech may procure the articles or services from other source(s) and hold the Contractor responsible for any excess cost or loss of revenue.

- E.5 Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of Tennessee Tech. If such subcontracts are approved by Tennessee Tech, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination". Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- E.6 Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- E.7 Insurance. The Contractor shall maintain a commercial general liability policy, which shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate and which shall name Tennessee Tech as additional insured. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Contractor shall deliver to Tennessee Tech certificates of insurance upon request. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to Tennessee Tech. The enumeration in the Contract of the kinds and amounts of liability insurance shall not abridge, diminish or affect the Contractor's legal responsibilities arising out of or resulting from the goods and/or services under this Contract.
- E.8 Conflicts of Interest. Contractor certifies its compliance with applicable federal and state laws, rules and regulations and Tennessee Tech policies with respect to Conflict of Interest, including, but not limited to the following:
- Pursuant to T.C.A. § 12-4-103, Contractor acknowledges that it is unlawful for any state official or employee to bid on, sell, or offer for sale, any merchandise, equipment or material, or similar commodity, to the state of Tennessee during the tenure of such official's or employee's office or employment, or for six (6) months thereafter, or to have any interest in the selling of the same to the state.
  - Pursuant to TTU Policy 132, Conflict of Interest, Tennessee Tech prohibits purchases of merchandise, equipment, materials or similar commodities from a Tennessee Tech employee's business or from a family member's business. Family member, as defined by the policy, means a spouse or child dependent or non-dependent of Tennessee Tech employee, unless otherwise defined by statute.
  - Pursuant to TTU Policy 132, Conflict of Interest, Tennessee Tech prohibits service contracts with an individual who is, or within the past six months has been a state employee. Contracts with the employee's spouse, a company or corporation in which a controlling interest is held by any state employee or the employee's spouse shall be considered, for the purpose of applying this rule, to be a contract with said individual.
- E.9 Records. The Contractor shall maintain documentation for all charges against Tennessee Tech under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received from Tennessee Tech under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by Tennessee Tech, the Comptroller of the Treasury, or their duly appointed representatives. The Contractor's financial statements shall be prepared in accordance with generally accepted accounting principles.

- E.10 Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Tennessee Tech, the Comptroller of the Treasury, or their duly appointed representatives.
- E.11 Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- E.12 Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of Tennessee Tech University, agrees to carry adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- E.13 Tennessee Tech Liability. Tennessee Tech University shall have no liability except as specifically provided in this Contract. Contractor agrees that the Tennessee Claims Commission shall have exclusive jurisdiction to resolve disputes related to this Contract.
- E.14 Force Majeure. Should an event (e.g., war, act of God, riot, natural disaster, etc.) beyond a party's reasonable control occur, the party will be excused from performing its obligations under this contract, provided the following provisions are met: (1) The affected party must promptly notify the other party of the occurrence of the event, its effect on performance, and how long that party expects it to last, and (2) the affected party shall update that information as reasonably necessary and use reasonable efforts to limit damage to the other party and to resume its performance under this agreement.
- E.15 Compliance with Laws. The Contractor shall comply with all applicable State and Federal laws and regulations, including Tennessee Tech policies and guidelines in the performance of this Contract.
- E.16 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against Tennessee Tech or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
- E.17 Severability. If any terms or conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- E.18 The following individuals are designated as official points of contact with respect to Contract communications and notifications.

For Tennessee Tech:  
Tina Girdley

Senior Buyer, Purchasing & Contracts  
POB 5144  
1 William L Jones Dr. / Suite 301  
Cookeville, TN 38505  
Phone: (931) 372-6350  
Fax: (931) 372-3727  
Email: tgirdley@tntech.edu

For the Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]  
[CONTRACTOR NAME]  
[ADDRESS]  
[TELEPHONE NUMBER]  
[FACSIMILE NUMBER]

E.19 Breach. A party shall be deemed to have breached the Contract if any of the following occurs (However, this list is not exclusive.):

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or violation of any warranty.

E.20 Contract Documents. This Contract consists of the following documents, with the most recently issued amendment to each having precedence:

- a. This Contract document and its attachments;
- b. The Request for Quotations and its associated amendments;
- c. The Contractor's Bid dated [DATE].

In the event of a discrepancy or ambiguity regarding the interpretation of this Contract, these documents shall govern in order of precedence as listed above.

E.21 Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with Tennessee Tech hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.22 Hold Harmless. The Contractor agrees to indemnify and hold harmless Tennessee Tech as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Tennessee Tech in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to Tennessee Tech University.

In the event of any such suit or claim, the Contractor shall give Tennessee Tech immediate notice thereof and shall provide all assistance required by Tennessee Tech in the University's defense. Tennessee Tech shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent Tennessee Tech in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

E.23 Indemnification. The Contractor agrees to indemnify and hold harmless Tennessee Tech as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the

Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for Tennessee Tech in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to Tennessee Tech.

In the event of any such suit or claim, the Contractor shall give Tennessee Tech immediate notice thereof and shall provide all assistance required by the university in the university's defense. Tennessee Tech shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent Tennessee Tech in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

E.24 Debarment and Suspension. The Contractor 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 covered transactions by any Federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
- d. has not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.25 Prohibition of Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of any 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.

If contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contacting or submitting a bid to any state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeal process in the rules of Finance and administration, 0620.

E.26 Iran Divestment Act. The requirements of Tennessee code Annotated § 12-12-101 et. seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

E.27 Boycott of Israel. 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 Tennessee Code Annotated §12-4-119.

E.28 Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

---

NAME AND TITLE

Date

TENNESSEE TECHNOLOGICAL UNIVERSITY:

---

Dr. Claire E. Stinson  
Vice President for Business and Fiscal Affairs

Date



*LISTING OF LOCALLY-GOVERNED INSTITUTIONS, TBR SYSTEM INSTITUTIONS,  
THE UT SYSTEMS OF HIGHER EDUCATION AND STATE OF TENNESSEE*

Tennessee Board of Regents, Central Office  
 Austin Peay State University  
 East Tennessee State University  
 Middle Tennessee State University  
 Tennessee State University  
 Tennessee Technological University  
 University of Memphis  
 Chattanooga State Technical Community College  
 Cleveland State Community College  
     TCAT-Athens  
 Columbia State Community College  
     TCAT-Pulaski  
     TCAT-Hohenwald  
 Dyersburg State Community College  
     TCAT-Newbern  
     TCAT-Ripley  
     TCAT-Covington  
 Jackson State Community College  
     TCAT-Jackson  
     TCAT-Whiteville  
     TCAT-Crump  
     TCAT-McKenzie  
     TCAT-Paris  
 Motlow State Community College  
     TCAT-Shelbyville  
     TCAT-Murfreesboro  
     TCAT-McMinnville  
 Nashville State Community College  
     TCAT-Nashville  
     TCAT-Dickson  
 Northeast State Technical Community College  
     TCAT-Elizabethton  
 Pellissippi State Technical Community College  
     TCAT-Knoxville  
 Roane State Community College  
     TCAT-Oneida/Huntsville  
     TCAT-Harriman  
     TCAT-Jacksboro  
     TCAT-Crossville  
 Southwest Tennessee Community College  
     TCAT-Memphis  
 Volunteer State Community College  
     TCAT-Livingston  
     TCAT-Hartsville  
 Walters State Community College  
     TCAT-Morristown  
 University of Tennessee – Chattanooga  
 University of Tennessee – Knoxville  
 University of Tennessee – Martin  
 University of Tennessee – Memphis  
 University of Tennessee – Tullahoma  
 State of Tennessee