



TENNESSEE TECHNOLOGICAL UNIVERSITY

Request for Quotations

Carpentry Services

Quotation Due:

February 26, 2026 / 3:00 p.m. CST

Electronic copies of this Request for Quotations available at www.tntech.edu/purchasing. Click on the "Upcoming Bid Opportunities" link and then on the appropriate document link(s).

1 Introduction

1.1 Background

Tennessee Tech University is a four-year comprehensive university located in Cookeville, Tennessee, and is the state's only technological university, currently enrolling more than 10,000 students. Tennessee Tech offers more than 200 academic programs 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, the College of Interdisciplinary Studies, and the Whitson-Hester School of Nursing. Tennessee Tech also offers the PhD in education, engineering, and environmental science and maintains seven research centers, including three Centers of Excellence, (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 Tennessee Tech satellite campus and an academic program offered through the College of Fine Arts, 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.

1.2 Statement of Purpose

Tennessee Tech wishes to secure a contract with a qualified company to provide Carpentry Services on an "as needed" basis per the specifications outlined herein.

Tennessee Technological University has issued this Request for Quotation (RFQ) to define the university's minimum service requirements; solicit bids; detail bid requirements; and outline the university's process for evaluating bids and selecting the Contractor.

Through this RFQ, Tennessee Tech reserves the right to award both primary and secondary contracts so that if the primary contractor is unable to accommodate Tennessee Tech's needs for carpentry services, then the secondary contractor might assist with such services.

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 Tennessee Tech'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 the university's contractors. Accordingly, all contractors 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
gholt@tnitech.edu
Phone: 931-372-6062

1.4 Assistance to Bidders with 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.

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

Tina Girdley
Procurement Coordinator IV/Sr. Buyer
Derryberry Hall
1 William L. Jones Drive, Suite 301
Cookeville, TN 38505
Email: tgirdley@tnitech.edu

1.5.3 Tennessee Tech has assigned the following RFQ identification that must be referenced in all communications regarding the RFQ: **RFQ – CARPENTRY SERVICES**

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 Tennessee Tech will convey all official responses and communications pursuant to this RFQ by posting them on its website at <https://www.tnitech.edu/purchasing/bidopportunities.php>. It is the responsibility of each bidder to monitor this site in order to obtain any new and/or additional information that may be distributed relative to this RFQ. Bids must address all additional correspondence as needed.

1.5.6 Only Tennessee Tech's official, written responses and communications shall be considered binding regarding this RFQ. Any oral communications shall be considered unofficial and non-binding regarding this RFQ.

1.6 Written Question/Answer Period

1.6.1 A written question and answer period deadline is identified in Section 2 of the RFQ Schedule of Events. The purpose of the written question/answer period is to allow Bidders to submit any questions they may have regarding the RFQ. To ensure accurate, consistent responses to all known Bidders, the

official response to questions will be issued by Tennessee Tech as described in RFQ Sections 1.7, *et seq.*, above and on the date in the RFQ Section 2, Schedule of Events.

1.6.2 It is the responsibility of each Bidder to examine the RFQ including all attachments and submit questions within the identified time period. Tennessee Tech is not obligated to address questions not received within the question/answer period identified in the Schedule of Events.

1.6.3 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.

1.7 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 be disqualified.

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., Central Standard Time.

RFQ SCHEDULE OF EVENTS		
NOTICE: Tennessee Tech reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.		
EVENT	TIME	DATE (all dates are University business days)
1. Tennessee Tech Issues RFQ		February 13, 2026
2. Disability Accommodation Request Deadline	4:00 p.m.	February 20, 2026
3. Written Questions/Comments Deadline	4:00 p.m.	February 20, 2026
4. Tennessee Tech Responds to Questions/Comments		February 23, 2026
5. Bid Deadline	3:00 p.m.	February 26, 2026
6. Award of Contract		March 3, 2026

3 Bid Requirements

Each Bidder must submit a bid in response to this RFQ with the most favorable terms that the Bidder can offer. There will be no best and final offer procedure. However, Tennessee Tech reserves the right to further clarify or negotiate with the best evaluated Bidder subsequent to award recommendation but prior to contract execution if deemed necessary by university. Tennessee Tech may initiate negotiations which serve to alter the bid in a way favorable to the university. For example, prices may be reduced, time requirements may be revised, etc. In no event shall negotiations decrease the financial return to Tennessee Tech or amend the bid such that the apparent successful Bidder no longer offers the best bid.

- 3.1** Tennessee Tech must receive all quotations in response to this RFQ, at the address indicated in Section 1.5.1 no later than the Quotation Deadline time and date in Section 2, RFQ Schedule of Events. Late quotations will not be considered and will remain unopened and filed in the RFQ file.
- 3.2** A bid must be typewritten or hand-written in ink. A Bidder may not deliver a bid orally.
- 3.3** Each bid should be economically 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 Requirement and Contracting Information

4.1 Bidder Required Review and Waiver of Objections

- 4.1.2** 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"). Comments concerning RFQ objections 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 opening of defective bids upon which contract award could not be made.
- 4.1.3** Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of Tennessee Tech, in writing, by the Written Comments Deadline.

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 convey such amendment to the potential Bidders by posting it on its website at <https://www.tntech.edu/purchasing/bidopportunities.php>. Each Bidder 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 the terms of this RFQ and all applicable state laws and regulations. Tennessee Tech may reject any bid that does not comply with all 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 reject such a bid.
- 4.3.3** A bid for 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 should not submit Bidder's own contract terms and conditions in response to this RFQ. If a bid contains such terms and conditions, Tennessee Tech may determine, at its sole discretion, the 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. Submitting more than one bid shall result in the disqualification of the Bidder unless specifically provided for in this bid.
- 4.3.6** A Bidder shall not submit multiple bids in different forms. This prohibited action shall be defined as a Bidder submitting one bid as a prime contractor and permitting a second Bidder to submit another 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 bid, provided that the subcontractor does not also submit a bid as a prime contractor. Submitting multiple bids in different forms may result in the disqualification of all Bidders knowingly involved.

4.3.7 Tennessee Tech shall reject a bid, if it 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 bids rejection or contract termination.

4.3.8 Tennessee Tech shall not contract with or consider a bid from:

- a) an individual who is, or within the past six months has been, a state employee. An individual shall be deemed a state employee until such time as all compensation and terminal leave has been paid. Contracts with 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 the individual.
- b) a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- c) a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d) any individual, company, or other entity involved in assisting Tennessee Tech in the development, formulation, or drafting of this RFQ or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Bidders, and such individual, company, or other entity may not submit a bid in response to this RFQ.

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 bid, 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 Bid for Additional Services

If a bid offers services in addition to those required by and described in this RFQ, the additional services may be added to the Contract before contract signing at the sole discretion of Tennessee

Tech. Costs associated with additional services must be provided on a separate attachment in the Cost Bid. Please note that proposed additional services will not be used in evaluating the bid.

4.6 Assignment and Subcontracting

- 4.6.1** The Bidder awarded a contract pursuant to this RFQ may not subcontract, transfer, or assign any portion of the Contract without Tennessee Tech's prior, written approval.
- 4.6.2** A subcontractor may only be substituted for a proposed subcontractor at the discretion of Tennessee Tech and with the university's prior, written approval.
- 4.6.3** At its sole discretion, Tennessee Tech reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4** Notwithstanding Tennessee Tech approval of each subcontractor, the Bidder, if awarded a contract pursuant to this RFQ, shall be the prime contractor and shall be responsible for the contracted goods and services.

4.7 Right to Refuse Personnel

At its sole discretion, Tennessee Tech reserves the right to refuse any personnel of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFQ.

4.8 Insurance

- 4.8.1** Successful Bidder must provide and maintain public liability insurance, naming both Tennessee Tech University and Tennessee Tech Foundation as additional insured certificate holders. The minimum limits of the policy shall be \$1,000,000.00 for personal injury and \$300,000.00 for property insurance. The Bidder shall furnish Tennessee Tech with a current certificate showing that such insurance is in effect.
- 4.8.2** The Bidder shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Bidder shall deliver to Tennessee Tech a certificate of insurance no later than the effective date of the contract. If any policy providing insurance required by the contract is cancelled prior to the policy expiration date, Bidder, upon receiving a notice of cancellation, shall give immediate notice to Tennessee Tech.
- 4.8.3.** 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.
- 4.8.4.** Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by Tennessee Tech shall be in form and substance acceptable to the university.

4.9 Licensure

The apparent successful Bidder must hold all necessary, applicable business and professional licenses. Tennessee Tech may require any or all Bidders to submit evidence of proper licensure upon request. Failure to provide this information as requested is considered a breach of the Contract.

4.10 Sales and Use Tax.

Before the Contract resulting from this RFQ is signed, the apparent successful Bidder must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve 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. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at TN.Revenue@tn.gov.

4.11 Financial Stability

The successful Bidder may be required to provide information to Tennessee Tech to demonstrate financial stability and capability prior to award of contract.

4.12 Bid Withdrawal

A Bidder may withdraw a submitted bid at any time up to the bid deadline time and date 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.

4.13 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, Schedule of Events unless formally requested, in writing, by Tennessee Tech.

4.14 Bid Preparation Costs

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

4.15 Continued Validity of Bid

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

4.16 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.

Upon the completion of the evaluation the bids and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). **By submitting a bid, the Bidder acknowledges and accepts that the full bid contents and associated documents shall become open to public inspection.**

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

4.17 Contractor Registration

All Bidders should complete the contractor registration process with Tennessee Tech and become a registered contractor. When applicable, Tennessee Tech shall work with Bidders and the Governor's Office of Business Initiatives and Development (Go-BID) for Bidders to obtain official state certification. Although registration with Tennessee Tech is not required to make a bid, a resulting contract from this RFQ process cannot be finalized without the successful Bidder being registered with Tennessee Tech.

Refer to the following Internet URL to begin the registration process as a Prospective Supplier:
<https://www.tntech.edu/purchasing/howto.php>

4.18 Contract Approval

The RFQ and the Bidder selection processes do not obligate Tennessee Tech and do not create rights, interests, or claims of entitlement by either the Bidder with the apparent best-evaluated Bidder or any other Bidder. Contract award and Tennessee Tech obligations pursuant thereto shall commence only after the contract is signed by the Bidder and all other Tennessee Tech/State officials as required by state laws and regulations.

4.19 Contract Cancellation

Tennessee Tech reserves the right to cancel the contract with a sixty (60) day written notice.

4.20 Contract Term

Tennessee Tech intends to enter into a contract with an expected effective period beginning on date of final signature and ending five (5) years thereafter.

4.21 Contract Payments

All payments by Tennessee Tech shall be made in accordance with the Contract's payment terms and conditions provisions.

4.22 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 performed by each worker for which charges are being invoiced.
2. Detailed description of all labor services provided.
3. Project location and name of Tennessee Tech personnel who requested work.
4. Contract and project number.

Tennessee Tech will work with Contractor to ensure that the exact format and information solicited above is provided correctly by the Contractor.

4.23 Contract Monitoring

The Bidder's deliverables and services provided pursuant to this Contract shall be subject to monitoring and evaluation by Tennessee Tech, by a duly appointed representative(s). The Bidder shall submit reports to Tennessee Tech as requested.

4.24 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.

4.25 Policy and Guideline Compliance

This bid request and any award made hereunder are subject to the policies and guidelines of Tennessee Tech University.

4.26 Next Ranked Bidder

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

4.27 Protest Procedures

Protest procedures are available upon request from the RFQ Coordinator.

5.0 Scope of Services

5.1 Contractor shall provide hourly labor services on an “as required” basis.

5.2 The hourly labor rates shall include all costs associated with providing the services outlined herein to Tennessee Tech including, but not limited to travel, meals, lodging, tools, overhead, and equipment, unless explicitly provided for otherwise herein.

5.3 Labor rate charges shall begin at the time Contractor arrives at the job site. Travel time to and from job site is at Contractor’s expense, unless otherwise provided for herein. EXCEPTION: When work is done at Craft Center (off Hwy 56 at Hurricane Bridge near Smithville, TN) or the Oakley Farm near Livingston, TN,

5.4 Tennessee Tech 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 and/or Oakley Farm.

5.5 Contractor must check-in with Project Manager each day before going to jobsite and must checkout when leaving jobsite. For the purposes of this requirement, “jobsite” shall refer to the site of work being performed at the main campus location and/or any satellite campus locations. .

5.6 Contractor must possess a valid Contractor’s License with all applicable classifications and endorsements.

5.7 All applicable permits, licenses and taxes shall be the sole responsibility of the Contractor. The Contractor may be reimbursed for all permitting costs, including inspections, by itemizing such costs on payment invoice(s).

- 5.8 Contractor must provide their own tools of the trade. Tennessee Tech will not be responsible for lost, damaged, or stolen items. **Important Note:** Tennessee Tech will not accept nor assume responsibility for or provide storage for the Contractor's equipment, nor any Contractor-furnished, but not owned, equipment (i.e. rented lifts, cranes, etc.). If a temporary arrangement for leaving item(s) is needed for a particular job or project on site, the Contractor does so at Contractor's own risk, and Tennessee Tech shall not be held liable for loss or damage of property belonging to or in the care of the Contractor.
- 5.9 Contractor must have sufficient manpower to accommodate multiple extensive projects as necessary.
- 5.10 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.
- 5.11 Contractor shall be responsible for adequately securing their work area and shall abide by all laws and regulations pertaining to safety at all times while providing contractual services.
- 5.12 Contractor shall be responsible for clean-up and proper, lawful disposal of all materials from the job site, unless otherwise instructed by Tennessee Tech.
- 5.13 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.
- 5.14 While work is being performed, Contractor shall ensure that public areas are kept clean and always protected from damage. 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.
- 5.15 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. Tennessee Tech's reimbursement to Contractor for rental equipment is contingent upon University's 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 date of use; and 2) Tennessee Tech'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.**
- 5.16 Upon request, Bidder shall provide three (3) references of commercial type work performed during the last two (2) years. **Note: Unfavorable references may result in disqualification of bidder.** Bidder must have been in the business of providing carpentry services herein for at least five (5) years.

5.17 Work to be performed under this contract is to include, but not necessarily be limited to, the following examples:

- All types of general carpentry work, including demolition and site preparation
- Finishing trim woodwork
- Installing metal stud walls
- Installing and finishing sheetrock
- Installing door frames, doors, and door hardware (which could include mortising in locksets)
- Installing lay in or suspended ceilings
- Masonry work on a limited basis (i.e., cutting a hole in a masonry wall to install a new frame and door)
- Incidental painting, coatings, wall coverings, and refinishing renovation projects as appropriated

6 Bid and Evaluation

6.1 Evaluation

It is the intent of Tennessee Tech to use the labor rates as established in the Contract to accomplish construction and renovation projects.

Bidders are to provide a cost per hour for the following types of workers:

- Skilled (Finish) Carpenter \$ _____ / hour
- Unskilled Carpenter (Helper or Laborer) \$ _____ / hour

An example evaluation follows (Note: this is an example only and is not indicative of any actual bid):

1. A bid is returned proposing Skilled Carpenters for \$20.00 / hour, and Unskilled Carpenters for \$12.00 / hour.
2. The Hourly Skilled and Unskilled rates shall be added together to give the final evaluation number:
$$20.00 + \$12.00 = \$32.00 \text{ (Total Weighted Average Labor Rate)}$$
3. Thus, \$32.00 would be the final evaluation number in this example.

The lowest cost bidder shall be the bidder with the lowest Total Labor Rates.

7.0 Contract Award Process

7.1 The RFQ Coordinator will forward the results of the bid evaluation process to the appropriate Tennessee Tech official 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/party must provide written justification for such an award and obtain the written approval of the appropriate Tennessee Tech University official.

- 7.2** 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.

However, Tennessee Tech reserves the right, at its sole discretion, to add terms and conditions or to revise *Pro Forma* Contract requirements in Tennessee Tech'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.

- 7.3** 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.
- 7.4** If Tennessee Tech determines that the apparent best-evaluated bid is non-responsive and rejects the bid, the RFQ Coordinator will determine the new, apparent best-evaluated bid.
- 7.5** Tennessee Tech will make the RFQ files available for public inspection.

ATTACHMENT 6.1

CONTRACTOR REQUIREMENTS FORM

In order to comply with statutory requirements and/or regulations, Tennessee Tech requires contractors to provide following information prior to the issuance of the contract. Please complete all information and sign as directed.



I. Ownership Information	
1. Contractor Legal Entity Name (Name used for tax filing purposes): _____	2. Is Contractor a permanent resident or citizen of the US? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, state country of citizenship): (Note: Contractors who are individuals and are not US citizens must complete a Foreign National Data Form prior to execution of contract.)
3. Kind of Ownership (Check all that apply): <input type="checkbox"/> Government (GO) <input type="checkbox"/> Non-Profit (NO) <input type="checkbox"/> Majority (MJ) <input type="checkbox"/> Minority (MO)* <input type="checkbox"/> Woman (WO)* <input type="checkbox"/> Small (SB)* <input type="checkbox"/> State of TN Agency <input type="checkbox"/> Service-Disabled Veteran (SV)* <input type="checkbox"/> Certified Disabled (DB)* *See reverse side of form for clarification of these categories.	4. Minority / Ethnicity Code (Check one): <input type="checkbox"/> African American (MA) <input type="checkbox"/> Native American (MN) <input type="checkbox"/> Hispanic American (MH) <input type="checkbox"/> Asian American (MS) 5. Preference for reporting purposes: (Note: If Contractor qualifies in multiple categories as small, woman-owned and/or minority, Contractor is to specify in which category he/she is to be considered for reporting and classification purposes.) Check one only <input type="checkbox"/> Small <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Service-Disabled Veteran <input type="checkbox"/> Certified Disabled
6. Certification: I certify that all of the information as completed above is accurate and true. (Signature required below.) Signed: _____ Date: _____ Name (Printed): _____ Title: _____	
II. Sales and Use Tax. As a contractual requirement under Tennessee law, vendors who contract with the state of Tennessee must be registered to collect sales tax if they make sales that are subject to the Tennessee sales and use tax. If you are already registered to collect Tennessee sales and use tax, please provide your registration number: _____ (Note: This number is NOT your federal ID number.) If you are not registered, please go to Tennessee Taxpayer Access Point (TNTAP) and under the header "Look Up Information & Requests", select TN Vendor Contract Registration . This will open a survey designed to evaluate whether you must register for sales and use tax. Based on your responses, you will be directed to either register or will be provided with a letter of exemption from sales tax collection. Please provide a copy of the exemption letter or evidence of registration to Tennessee Tech to satisfy this contractual requirement.	

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, for-profit 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 “Tennessee Tech” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for Carpentry Services, as further defined in the "SCOPE OF SERVICES." Tennessee Tech is awarding both Primary and Secondary contracts so that if the primary Contractor is unable to accommodate the University’s needs the secondary Contractor might assist Tennessee Tech with such 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 carpentry services in accordance with the requirements/specifications as outlined herein.

B CONTRACT TERM:

B.1 This Contract shall be effective for the period commencing on date of final signature and ending five (5) years thereafter.

B.2 Prices submitted by Contractor are to remain firm for a one (1) year period. Contractor may request a price increase, 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.

B.3 Tennessee Tech shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C PAYMENT TERMS, INVOICING AND CONDITIONS:

- C.1** In no event shall the maximum annual liability of the University under this Contract exceed \$[AMOUNT]. The Service Rates in Section C.3. include, but are not limited to, 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 the University requests work and the Contractor perform the work.
- C.2** 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.
- C.3** The Contractor shall be compensated based on the service rates herein for units of service authorized by Tennessee Tech in a total amount not to exceed the Contract Maximum Liability established in Section C.1 The Contractor's compensation shall be contingent upon the satisfactory completion of work. The Contractor shall be compensated based upon the following Service Rates:

<u>SERVICE UNIT</u>	<u>AMOUNT</u>
Skilled (Finish) Carpenter	\$[AMOUNT] / per hour
Unskilled Carpenter (Helper or Laborer)	\$[AMOUNT] / per hour

- C.4** 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.5** The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.6** The payment of an invoice by Tennessee Tech shall be prejudiced by the University's right to object to or question any invoice or matter in relation thereto. Such payment by Tennessee Tech shall neither be considered as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Tennessee Tech, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8** Tennessee Tech reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and Tennessee Tech.

C.9 Whenever work is done at the Craft Center (off Hwy 56 at Hurricane Bridge near Smithville, TN), Oakley Farm (in Livingston, TN), or the (Crossville, TN) Tennessee Tech 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.

C.10 Contractor must provide an invoice to Tennessee Tech for work performed under this Contract. Invoicing requirements:

- a. The Contractor shall keep records of all work performed by date, building, and description of work to be provided to the University at the end of each job. Contractor must provide an estimate including all applicable costs, including but not limited to, all labor and materials costs before beginning work. This requirement applies to all work performed under this contract.
- b. All invoices shall include daily accountability of all worker present
- c. Contractor must submit signed invoices for all materials purchased. Invoices should not include items for multiple jobs. These materials invoices should be submitted with final invoice. Failure to provide these materials invoices could result in loss of the 15% materials mark-up that the University has authorized the Contractor for materials provided.
- d. Invoices must be separated by job and must include the following information, at minimum
 1. Dates of service with breakdown of daily labor hours performed by each worker for which charges are being invoiced.
 2. Detailed description of all labor services provided.
 3. Building name, room numbers, and name of University Personnel who requested work.
 4. Contract Number.
- e. 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 required" basis.

D.2 The hourly labor rates shall include all costs associated with providing the services outlined herein to Tennessee Tech including, but not limited to travel, meals, lodging, tools, overhead, and equipment, unless explicitly provided for otherwise herein.

D.3 Labor rate charges shall begin at the time Contractor arrives at the job site. Travel time to and from job site is at Contractor's expense, unless otherwise provided for herein. EXCEPTION: When work is done at Craft Center (off Hwy 56 at Hurricane Bridge near Smithville, TN) or the Oakley Farm near Livingston, TN, Tennessee Tech 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 and/or Oakley Farm.

- D.4** Contractor must check-in with Project Manager each day before going to jobsite and must checkout when leaving jobsite. For the purposes of this requirement, "jobsite" shall refer to the site of work being performed at the main campus location and/or any satellite campus locations. .
- D.5** Contractor must possess a valid Contractor's License with all applicable classifications and endorsements.
- D.6** All applicable permits, licenses and taxes shall be the sole responsibility of the Contractor. The Contractor may be reimbursed for all permitting costs, including inspections, by itemizing such costs on payment invoice(s).
- D.7** Contractor must provide their own tools of the trade. Tennessee Tech will not be responsible for lost, damaged, or stolen items. **Important Note:** Tennessee Tech will not accept nor assume responsibility for or provide storage for the Contractor's equipment, nor any Contractor-furnished, but not owned, equipment (i.e. rented lifts, cranes, etc.). If a temporary arrangement for leaving item(s) is needed for a particular job or project on site, the Contractor does so at Contractor's own risk, and Tennessee Tech shall not be held liable for loss or damage of property belonging to or in the care of the Contractor.
- D.8** Contractor must have sufficient manpower to accommodate multiple extensive projects as necessary.
- D.9** 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.10** Contractor shall be responsible for adequately securing their work area, and shall abide by all laws and regulations pertaining to safety at all times while providing contractual services.
- D.11** Contractor shall be responsible for clean-up and proper, lawful disposal of all materials from the job site, unless otherwise instructed by Tennessee Tech.
- D.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.
- D.13** While work is being performed, Contractor shall ensure that public areas are kept clean and always protected from damage. 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.14** 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. Tennessee Tech's reimbursement to Contractor for rental equipment is contingent upon University's 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 date of use; and 2) Tennessee Tech'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.**

D.15 Upon request, Bidder shall provide three (3) references of commercial type work performed during the last two (2) years. **Note: Unfavorable references may result in disqualification of bidder.** Bidder must have been in the business of providing carpentry services herein for at least five (5) years.

D.16 Work to be performed under this contract is to include, but not necessarily be limited to, the following examples:

- All types of general carpentry work, including demolition and site preparation
- Finishing trim woodwork
- Installing metal stud walls
- Installing and finishing sheetrock
- Installing door frames, doors, and door hardware (which could include mortising in locksets)
- Installing lay in or suspended ceilings
- Masonry work on a limited basis (i.e., cutting a hole in a masonry wall to install a new frame and door)
- Incidental painting, coatings, wall coverings, and refinishing renovation projects as appropriated

F STANDARD TERMS AND CONDITIONS:

F.1 Required Approvals. 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.

F.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.

F.3 Contractor Requirements Form. This Contract shall not be executed until the Contractor has completed the Contractor Requirements Form.

F.4 Termination for Convenience. Tennessee Tech may terminate this Contract without cause for any reason. Termination under this Section F.4 shall not be deemed a Breach of Contract by Tennessee Tech. Tennessee Tech shall give the Contractor at least thirty (30) days written notice before the effective 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.

- F.5** Termination for Cause. If the Contractor fails to perform its obligations under this 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.
- F.6** 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.
- F.7** 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:
- a. 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;
 - b. 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.
 - c. 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.
- F.8** 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.
- F.9** Records. The Contractor shall maintain documentation for all payments to Tennessee Tech under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money paid 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 financial statements shall be prepared in accordance with generally accepted accounting principles.

- F.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.
- F.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.
- F.12** Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, 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, agrees to carry adequate general commercial liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- F.13** University Liability. Tennessee Tech shall have no liability except as specifically provided in this Contract.
- F.14** Force Majeure. Should an event, including but not limited to, war, act of God, riot, or natural disaster, beyond a party's reasonable control occur, that party will be excused from performing its obligations under the 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 the Contract. In addition, Tennessee Tech may, in its sole discretion, cancel the contract due to reasons including, but not limited to, health concerns, pandemic, or other similar conditions.
- F.15** State and Federal Compliance. 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.
- F.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.
- F.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.
- F.18.** Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

G SPECIAL TERMS AND CONDITIONS:

G.1 Communications and Contacts.

Tennessee Technological University (for contractual matters):

Tina Girdley, Procurement Coordinator

Box 5144

1 William L Jones Drive, Suite 301

Cookeville, TN 38505

Phone: 931-372-6350

Fax: 931-372-3727

tgirdley@tntech.edu

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]

[CONTRACTOR NAME]

[ADDRESS]

[TELEPHONE NUMBER]

[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery. Any communication by facsimile transmission shall also be sent by United States mail on the same date as the facsimile transmission. All communications which relate to any changes to the Contract shall not be considered effective until agreed to, in writing, by both parties.

G.2 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.

G.3 Inventory/Equipment Control. No equipment shall be purchased under this Contract.

G.4 University Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by Tennessee Tech for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to Tennessee Tech in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to Tennessee Tech for the residual value of the property at the time of loss.

G.5 Contract Documents. Included in this Contract by reference are the following documents:

- a. This Contract document and its attachments;
- b. The Request for Quotation and its associated amendments;
- c. The Contractor's Bid.

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.

G.6 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.

G.7 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 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 the 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 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.

G.8 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. are 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. have 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.

G.9 Prohibition on Hiring 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 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. Signature below shall constitute such attestation.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other 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 appeals process in the Rules of Finance and Administration, Chapter 0620.

- G.10** Tobacco Policy – Tennessee Tech is a No- Smoking & Tobacco-Free Campus, with all smoking (“herbal” and tobacco) and all other tobacco usage permitted only in private vehicles. This policy applies to all Tennessee Tech buildings and grounds, university-affiliated off-campus locations and clinics, and any buildings or properties owned, leased or rented by Tennessee Tech in all other areas. Smoking and tobacco use continues to be prohibited in all state vehicles. This no-smoking and tobacco-free campus policy is in effect 24 hours a day year-round.
- G.11** NCAA Clause. Contractor agrees to comply with relevant National Collegiate Athletic Association (“NCAA”) legislation, interpretations and policies, located on the NCAA website at <http://www.ncaa.org/> and as amended from time to time, on the use of a student-athlete’s name or likeness. This duty to comply includes, but is not limited to, the requirements found in the relevant NCAA Division Manual, such as NCAA Rule 12.5.2 “Use of Student Athlete Name or Likeness.” Contractor further agrees that it will immediately report any actual or suspected violations of the NCAA legislation, interpretations, and/or policies to the Institution in the manner prescribed by this contract for communicating with the Institution. Contractor also acknowledges that this provision is a material term of this contract.
- G.12** Sales and Use Tax. The Contractor shall be registered or have received an exemption from the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- G.13** Iran Divestment Act. Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief, neither it nor any of its subcontractors, if applicable, is on the Iran Divestment Act (T.C.A. §§ 12-12-101 et seq.) list of entities or persons ineligible to contract with the State of Tennessee.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

TENNESSEE TECHNOLOGICAL UNIVERSITY:

Claire Stinson, Senior Vice President for Planning and Finance

Date