

**Tennessee College of Applied Technology
CRUMP**

REQUEST FOR QUOTATION

Flooring

TBR RFQ #	22-0408-2
Bid Due	04/22/2022
Date/Time	3:00pm CT

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(To be used as informational purposes only and does not need to be included in the Bidders submittal)
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(Return completed and signed with bid submission)
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(Return completed and signed with bid submission)
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(Return completed and signed with bid submission)
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(Return completed and signed with bid submission)
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(To be used as informational purposes only and does not need to be included in the Bidders submittal)

1 INTRODUCTION

1.1 Background

The Tennessee College of Applied Technology Crump is a part of The Tennessee Board of Regents System of Higher Education established by T. C. A. § 49-8-101 is (hereinafter “System”, “System Office” or “TBR”) is among the largest System of higher education in the Nation. The System is composed 13 community colleges, 27 colleges of applied technology, and the System Office. Tennessee College of Applied Technology Crump (hereinafter “Institution” or “TCAT Crump”) is located in Hardin County TN.

The System seeks to promote and ensure equal opportunity for all persons without regard to race, color, religion, sex, ethnic or national origin, sexual orientation, gender identity, genetic information, disability status, age or status as a protected veteran and shall fully comply with Executive Order 11246, as amended, and all other applicable federal and state equal opportunity laws.

1.2 Statement of Procurement Purpose

TCAT Crump has issued this Request for Quote (RFQ) to define the Institution's minimum service requirements. Through this RFQ, the Institution seeks to procure necessary “flooring” at the most favorable, competitive prices and to give ALL qualified businesses, including those that are small, minority, women, and service-disabled veteran owned, the opportunity to do business with the Institution. Vendors must complete the Ownership Ethnicity Form (See Attachment D) for form and classification definitions. In addition, all small, minority, women 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. The Institution shall work with the successful Proposer and the Go-DBE Office regarding registration/certification.

The Institution intends to secure a contract for Flooring and Installation Services as further defined in, RFQ Requirements.

1.3 Scope of Services

TCAT Crump requests quotations from bidders who can service TCAT Crump locations as identified in Attachment B, Scope of Work.

The Successful Bidder shall be required to execute an Agreement with TCAT Crump/TBR. A Sample Pro Forma Contract will be provided upon award which substantially represents the contract that the Successful Bidder will be required to sign. Failure of the Successful Bidder and TCAT Crump to agree to final contract terms will be cause for rejection of the Successful Bidder's RFQ Response and TCAT Crump reserves the right to begin discussion with the next lowest bid that meets the RFQ requirements

1.4 General Information

- A. Each Bid Response to this RFQ must include a signed copy of Attachment C, D, E and F. Bids may be delivered by mail/in person to the physical address or electronically via email to: madelyn.keith@tcatcrump.edu

Mail/Physical Submission:

TCAT Crump
3070 HWY 64, PO Box 89
Administration Building
Crump, Tennessee 38372
Bid must be labeled- "Bid for RFQ 22-0408-2"
ATTN: Madelyn P. Keith

Electronic Submission:

Email: madelyn.keith@tcatcrump.edu
Subject Line: "Bid for RFQ 22-0408-2"

- B. Invoice billing shall occur at the completion of project.

1.5 Mandatory Requirements

- A. The successful Bidder shall only propose for assignment to TCAT Crump, those persons who have passed a criminal background check acceptable to the Institution.
- B. The successful Bidder shall only propose for assignment to TCAT Crump, those persons physically able to perform the required duties (e.g., priming floor and installing flooring etc.).
- C. The successful Bidder shall only propose for assignment to TCAT Crump, those persons able to use equipment related to the performance of their duties.
- D. To assist with the efficient operation of the Institution and to ensure the safety and well-being of those at the Institution, rules of conduct are in force. The Institution reserves the right to request employees be replaced and removed from campus at the discretion of the Institution. Violations include, but are not limited to:
- i. Unauthorized use and/or possession of intoxicating beverages, narcotics, or drugs on Institution premises.
 - ii. Threatening, intimidating, or harassing others on Institution property.
 - iii. Carrying weapons on Institution premises, unless specifically preauthorized to do so (e.g., employees of Public Safety).
 - iv. Behaving in an overtly discourteous, abusive, or disrespectful manner towards employees or students of the Institution.
 - v. Stealing, unauthorized removal, use, loss, damage, or destruction of property belonging to the Institution, its visitors, students, and employees.
- E. Insurance: The Contractor shall maintain a commercial general liability policy. The commercial general liability policy 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, \$3,000,000 in the aggregate. The Contractor shall maintain workers' compensation coverage, or a self-insured program as required under Tennessee law. The Contractor shall deliver to the Institution both certificates 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, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

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 services under this Contract.

1.6 Questions and Resulting Contract

- A. All questions related to this RFQ must be submitted in writing by 04/14/2022 to madelyn.keith@tcatcrump.edu and jeffrey.staggs@tcatcrump.edu. No questions will be entertained after the submittal deadline.
- B. The successful bidder will be required to enter into a contract meeting Tennessee Board of Regents guidelines.

1.8 Bidder's Pricing Quotation

- A. Bidders are required to provide its pricing in the format requested. See Attachment C. Any other cost submission shall make the RFQ non-responsive and TCAT Crump may reject it.
- B. The bid must be broken out as listed on ATTACHMENT C.

ATTACHMENT B

SCOPE OF WORK

Tennessee Center of Applied Technology Crump
3070 Highway 64 East
Crump, TN 38327

Service Locations:

TCAT Crump – Main Campus
3070 Highway 64 East
Crump, TN 38327

Section “A”

1. Examination of Sites and Proposal Documents

- 1.1 The Contractor shall examine the site of project and make all necessary investigations required to inform themselves thoroughly as to facilities for delivering, sorting, placing, and handling of materials and equipment, and to inform themselves fully as to all difficulties that may be encountered in the complete execution of all work in accordance with the Proposal Documents.

Please call Jeff Staggs for onsite bid evaluation 731-632-3393 or 931-722-0929 (jeffrey.staggs@tcatcrump.edu)

- 1.2 Each Contractor shall examine all Specifications and all other data or instructions pertaining to the work. No plea of ignorance of conditions that exist, or of difficulties of conditions that may be encountered, or of any other relevant matter concerning the work to be performed or the execution of the work will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill every detail of all the requirements of the Proposal Documents governing the work. The Contractor, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Contractor might have fully informed himself prior to submittal of the proposal.
- 1.3 The bid must be broken out by site as listed on ATTACMENT C.

2. Contractor Personnel

- 2.1 All employees of the successful Contractor shall be required to have available some type of employee/employer identification while in the performance of their duties.
- 2.2 The successful Contractor shall furnish competent workers skilled in flooring in order to assure quality performance of their work crews. A list of contract employees who will be working on campus at any time must be provided and updated in a timely fashion to ensure access by authorized individuals. Performance will be measured within the terms and conditions of the contract.

3. General and Minimum

- 3.1 Installation of approximately 3,300 square feet of vinyl plank flooring and rubber cove base in the Floyd Building.
- 3.3 Contractor to furnish all materials needed for the installation. TCAT will provide model, product numbers and color for material.
- 3.4 Contractor must prepare concrete floor for installation.
- 3.5 Contractor must clean and remove all debris from area when installation is complete.
- 3.6 Contractor must verify all dimensions and square footage and include these in the quote.

4. Minimum Requirements – All Locations

- 4.1 The Contractor shall furnish all labor, materials, equipment, and supervision to perform the services required at the frequencies specified. Any issues shall be addressed immediately.
- 4.2 The Contractor shall employ, at all times, the quantity and quality of supervision necessary for the effective and efficient management of operations. Contractor shall provide the College, in writing as part of this contract, the number of set employees assigned to the project.

5. Special Requirement/Conditions

- 5.1 The bid must be broken out by as listed on ATTACHMENT C.

ATTACHMENT C

Bidder's Pricing Quotation

**YOUR COMPANY
NAME** _____

Note: The final contract rates to be added upon contract award.

Pricing shall reflect the total cost of providing all services as specified in Attachment B Scope of Work. The Institution reserves the right to request additional documentation of Bids.

Detailed Scope of Work as Outlined in Attachment B including materials & supplies.

Tasks	Description	Flooring	Total Cost
	<u>SOW in Attachment B</u>	Dimensions for the Site or amount of product	
1	Prepping & Clean-up Labor		\$
2	Flooring Labor		
3	Flooring Materials and Supplies		\$
	Total		\$

Signature _____
 Authorized Signature for Bidder
 Acknowledges Mandatory Requirements in Section 1.5

Printed Name _____

Date _____

ATTACHMENT D

TENNESSEE BOARD OF REGENTS

CERTIFICATION OF QUOTATION/PROPOSAL

NOTE: THIS FORM MUST BE RETURNED WITH THE REQUEST FOR QUOTATION/PROPOSAL!

I certify this quotation is not made in connection with any other bidder submitting a quotation for the same commodity(s) and this quotation is in all other respects fair and without collusion, fraud, or conflict of interest.

I additionally certify, by signature below and submission of this quotation/proposal, that neither I nor my principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Concerning the certification next above, if you are unable to certify to any of the statements in that certification, an explanation must be attached to your quotation/proposal.

I further certify that I received, as part of this bid document, the Tennessee Board of Regent's Minimum General Quotation/Proposal Conditions.

Authorized Signature for Bidder
Printed or Typed Name
Title

Please also complete the following information:

TYPE OF BUSINESS: (Check Only One) <input type="checkbox"/> (A) Agriculture, Forestry or Fishing <input type="checkbox"/> (B) Mining <input type="checkbox"/> (C) Construction Services <input type="checkbox"/> (D) Wholesale Trade <input type="checkbox"/> (E) Retail Trade <input type="checkbox"/> (F) Service Industry <input type="checkbox"/> (G) Manufacturing	ANNUAL SALES: (Check Only One) <input type="checkbox"/> (A) Less than \$499,999 <input type="checkbox"/> (B) \$500,000 through \$999,999 <input type="checkbox"/> (C) \$1,000,000 through \$1,499,999 <input type="checkbox"/> (D) \$1,500,000 or more Number of Full Time <u>Employees</u> : _____
BUSINESS OWNERSHIP: (Check Only One) <input type="checkbox"/> (A) Non-Minority <input type="checkbox"/> (E) Minority* <input type="checkbox"/> (B) Government <input type="checkbox"/> (F) Woman <input type="checkbox"/> (C) Non-Profit <input type="checkbox"/> (G) Small <input type="checkbox"/> (D) Other _____ <input type="checkbox"/> (H) Disabled Person Owned	OWNERSHIP ETHNICITY (Check Only One) <input type="checkbox"/> (A) African American <input type="checkbox"/> (E) Caucasian <input type="checkbox"/> (B) Asian American <input type="checkbox"/> (C) Native American <input type="checkbox"/> (F) Other <input type="checkbox"/> (D) Hispanic American

*MINORITY OWNERSHIP CLARIFICATION: "Minority-owned business" means a business which is solely owned, or at least 51% of the assets or outstanding stock of which is owned, by an individual who personally manages and controls the daily operations of such business and who is impeded from normal entry into the economic mainstream because of: a) Past practices of discrimination based on race, religion, ethnic background or sex; b) A disability defined as a physical impairment that, in the written opinion of a person's licensed physician, substantially limits one or more than five years, (as used herein, "major life activities" means caring for oneself, and performing manual tasks - which include writing, walking, seeing, hearing, speaking and breathing. T.C.A. 4-26-102); or c) Past practices or racial discrimination against African Americans. (T.C.A. 12-3-802)

Attachment E

TCAT CRUMP REQUEST FOR QUOTATION

Tennessee College of Applied Technolog Crump			
Business Office		Bid Number:	22-0408-2
3070 Hwy.64		Date (MMDDYYYY):	4/22/2022
PO Box 89		Issued By:	Madelyn P. Keith
Crump, TN 38327			

Bid subject to the **RFQ Terms and Conditions** provided and bid must be received by:

Date/Time: **Due Date 04/22/2022, 3:00pm Central Time**
 Attn: Madelyn P. Keith
 (731)632-3393 (madelyn.keith@tcatcrump.edu)

Unless otherwise requested, quote on each item separately. Unit prices shall be shown. If unable to furnish items as specified, submit a complete descriptive specification of substituted items offered. The Tennessee College of Applied Technology Crump is exempt from state, federal, and local taxes; do not include taxes in quotation. Quote F.O.B., Tennessee College of Applied Technology, Crump, Tennessee. Minimum terms: Net 30 days. Prepayment not allowed. Quotation must be typewritten or in ink.

THIS IS NOT AN ORDER

ITEM NO.	QUANTITY	UNIT	DESCRIPTION
1	1	YR	<p>Flooring & Installation</p> <p>* Please call Jeff Staggs for onsite bid evaluation 731-632-3393 or 931-722-0929 (jeffrey.staggs@tcatcrump.edu)</p> <p>DEADLINE FOR QUESTIONS TO THIS RFQ IS 04/14/2022. NO QUESTIONS WILL BE ENTERTAINED AFTER THIS DATE. Written questions regarding this quotation should be emailed to madelyn.keith@tcatcrump.edu and jeffrey.staggs@tcatcrump.edu</p>

The bidder offers and agrees that these prices will be extended will not be extended to other state institutions of higher education and bidder will will not agree to honor pricing provided herein for a period of one (1) year from date of award of this bid if accepted within _____ days of bid opening date (above). It is preferred that vendors hold pricing for a year so that other institutions may utilize the procurement if institutional funds are available.

NOTE: Please check boxes above confirming bidder selection

 (Print Name of Bidding Firm)

 (Print Name of Contact Person)

 (Address)

 (Phone Number)

 (City, State, Zip)

 (Email Address)

 (Authorized Signature)

 (Date)

Attachment F

Request for Vendor Registration

All Bidders are encouraged to complete the TBR Total Supplier Management (TSM) vendor registration process with Institution and become a registered vendor. Although vendor registration with the Institution is not required to submit a bid, a resulting contract and/or PO from this RFQ process cannot be finalized without the successful Bidder being registered with the institution.

Click on URL link below to register your company in our TSM vendor system.

<https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=TBRCentralOffice&tms tmp=1466527285763>

If you have completed the TSM vendor registration process or if you have previously registered in the TBR TSM vendor registration system, please enter your Supplier ID #_____.

If you have not completed the TSM vendor registration process, please check here _____.

Attachment G

REQUEST FOR QUOTATION STANDARD PURCHASING TERMS & CONDITIONS – FOR INFORMATIONAL PURPOSES ONLY- DOES NOT NEED TO BE RETURNED WITH BID

1. PREPARATION AND SUBMISSION OF BID.

- a. Failure to examine any drawings, specifications, or instructions will be at the bidder's risk.
- b. **BID SUBMITTAL / SIGNATURE:** Bid shall give the full name and business address of the bidder. If the bidder is a corporation, the name shall be stated as it is in the corporate charter. Bids must be signed in ink by the bidder's authorized agent. Unsigned bids will be rejected. Bids are to be sealed and the outside of the envelope is to reference the bid number. The person signing the bid must show his title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Bidder understands that by submitting a bid with an authorized signature, it shall constitute an offer to the institution. Bids must be typewritten or in ink; otherwise, they may not be considered. Purchase orders will be issued to the firm name appearing on the bid.
- c. Bids are to be received in the location designated on the bid no later than the specified date and time. Late bids will NOT be opened or considered.
- d. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing bid.
- e. Discounts other than "Time" or "Cash" offered should be deducted from the unit price.
- f. **Specifications:** Reference to available specifications shall be sufficient to make the terms of the specifications binding on the bidder. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the bidder to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the bid. Bidders are required to notify the Institution's RFQ Coordinator whenever specifications/procedures are not perceived to be fair and open. All suggestions or objections shall be made in writing and received by the RFQ Coordinator at least three (3) working days prior to the bid opening. The articles on which the bids are submitted must be equal or superior to that specified. **Informative and Descriptive Literature:** The bidder must show brand or trade names of the articles bid, when applicable. It shall be the responsibility of the vendor, including vendors whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.
- g. **Samples:** Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon vendor's request within ten (10) days of bid opening, be returned at the bidder's expense. Each sample must be labeled with the bidder's name, manufacturer's brand name and number, bid number and item reference.
- h. **Time of Performance:** The number of calendar days in which delivery is to be made after receipt of order shall be stated in the bid and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) of order.
- i. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the bid. Bid prices shall include delivery of all items F.O.B. destination.
- j. New materials and supplies must be delivered unless otherwise specifically stated in the bid.
- k. Alternate/multiple bids will not be considered unless specifically called for in the bid.
- l. **Bond requirements.** The institution reserves the right to require that the selected vendor post a performance and/or payment bond in such amount as deemed reasonable by the institution. Any bond requirement should be included in the bid, itemized separately.
- m. Only original bids submitted on bid forms furnished by the Institution will be considered, except that the Institution reserves the right to consider telephone, faxed or electronically submitted bids for purchases totaling less than \$25,000 if such request is received five (5) calendar days prior to the deadline and an original is submitted within five (5) days after the deadline.
- n. By signing this bid where indicated, the bidder agrees to strictly abide by all state and federal statutes and regulations. The bidder further certifies that this bid is made without collusion or fraud.
- o. **Failure to Bid/Error in Bid.** Failure to bid without advising the Institution that future invitations for bids are desirable may result in removal from Institution's bidders' list covering this category of items. In case of error

in the extension of prices in the bid, the unit price will govern. Late bids will NOT be opened or considered. Bidders are cautioned to verify their bids before submission, as amendments received after the bid deadline will not be considered. No bid shall be altered, amended, or withdrawn after opening. After bid opening, a bidder may withdraw a bid only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the bid would impose unconscionable hardship due to an error in the bid resulting in a quotation substantially below the other bids received. Bid withdrawals will be considered only upon written request of the bidder.

2. INSPECTION. All bids will be officially opened and are subject to public inspection after the award. Bidders may be present at bid opening.

3. ACCEPTANCE AND AWARD. The Institution reserves the right to reject all bids and to waive any informality in bids and, unless otherwise specified by the bidder to accept any item in the bid. Action to reject all bids shall be taken for unreasonably high prices, errors in the bid documents, cessation of need, unavailability of funds, or any other reason approved by the Tennessee Board of Regents.

- a** Contracts and purchases will be made with the lowest, responsible, qualified bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Institution, cash discount offered, and the delivery terms will be taken into consideration.
- b.** The Institution reserves the right to order up to 10% more or less than the quantity listed in the bid.
- c.** If a bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the Institution shall have sixty (60) days to accept.
- d.** A written purchase order mailed or otherwise furnished, to the successful bidder within the time-period specified in the bid results in a binding contract without further action by either party. The contract may not be assigned without written Institution consent.
- e.** If the appropriate space is marked on the bid, other state institutions of higher education may purchase off the contract during the same period as the Institution.

4. DISCOUNT PERIOD. Time in connection with discount offered will be computed from the date of delivery at destination, or from the date correct invoices are received, whichever is later.

5. DEFAULT OF SELECTED VENDOR. In case of vendor default, the Institution may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost.

6. INSPECTION OF PURCHASES. Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. Institution shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires Institution to use nonconforming materials, an appropriate reduction in payment may be made.

7. TAXES. Institution is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to or performing repair work on real property for Institution are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.

8. NONDISCRIMINATION. The Institution and bidder agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990, and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status, or national origin.

9. PROHIBITIONS/NO VENDOR CONTRACT FORM/TENNESSEE LAW/AUDIT. Acceptance of gifts from vendors is prohibited. TCA §12-3-106. Bidding by state employees is prohibited. TCA §12-4-103. The bidder warrants that no part of the total contract amount shall be paid directly or indirectly to any officer or employee of the State of Tennessee. The contract documents for purchase under this bid request shall consist of the successful bidder's bid and the Institution's purchase order. **Bidders may not require any other written contract terms or conditions, nor may any other terms and conditions be imposed by means of subsequent documents, such as invoices, warranty agreements, license agreements, etc. Should the bidder request exceptions to terms and conditions and/or those proposed by the bidder vary from the bid and TBR Policies and Guidelines, Institution may render the bid**

unresponsive and subject the bid to rejection. The contract shall be governed by Tennessee law. For all awards other than for a firm, fixed price, vendor shall maintain books and records for a period of three (3) years from final payment, and these records shall be subject to audit by the State.

10. PURCHASING POLICIES/BID PROTESTS. This bid request and any award made hereunder are subject to the policies and guidelines of the Tennessee Board of Regents (www.tbr.state.tn.us) and Institution (available upon request). Bid protest procedures are available at:

http://www.tbr.state.tn.us/policies_guidelines/business_policies/4-02-10-00.htm

11. PROHIBITION ON HIRING ILLEGAL IMMIGRANTS. T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods and/or services from any person who knowingly utilizes the service of illegal immigrants in the performance of the contract and by signing this Contract, the Contactor attests that the Contractor shall not knowingly utilize the goods and/or services of illegal immigrants in the performance of the Contract and will not knowingly utilize the goods and/or services of any subcontractor, if permitted under the Contract, who will utilize the goods and/or services of illegal immigrants in the performance of the Contract. **The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the goods and/or services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the goods and/or services of any subcontractor who will utilize the goods and/or services of an illegal immigrant in the performance of this Contract.**

12. SALES AND USE TAX. Before the Purchase Order/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 Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

13. IRAN DIVESTMENT ACT. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to §12-12-106.