# WALTERS STATE COMMUNITY COLLEGE REQUEST FOR QUOTATION

Walters State Community College (WSCC) Bid No. 26-0006
Purchasing Date 09/9/2025

500 South Davy Crockett Parkway

Morristown, TN 37813 Issued by: Renee Jarnigan

Bid subject to the attached **Conditions**, must be received by:

3:00 p.m. EST, October 15, 2025 Attn. Renee Jarnigan, Assistant Director of Fixed Assets and Purchasing (Name, Title)

(423) 585-6852 / 423-585-6853 / purchasing@ws.edu

(Phone # / Fax # / E-mail)

Unless otherwise requested, quote on each item separately **(FOB Destination).** Unit prices shall be shown. If unable to furnish items as specified, submit sample and/or complete descriptive specifications of substitute offered. Institution is exempt from state, federal, and local taxes; do not include taxes in quotation. Minimum terms: Net 30 days. Prepayment not allowed.

The College reserves the right to award to the lowest bidder meeting specifications on an <u>all</u> or <u>none</u> basis or to award to the lowest bidder based on each event date/trip.

<u>Insurance:</u> The Contractor, being an independent contractor and not an employee of the Institution, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incident hereunto. The State shall have no liability except as specifically provided in this agreement.

Damages recoverable against the Institution shall be expressly limited to claims paid by the Board of Claims or Claims Commission pursuant to TCA Section 9-8-301, et. seq.

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE
1	200	Each	Chairs (sample to the side)  Aluminum frame Fabric chair with a flex back Cut out at the top for easy handling and stacking Stability bar between the front and back legs Nylon casters  Fabric choice will be made after award is made. Fabric options to be submitted with bid.	
1	1	Lot	Shipping/Installation/Delivery, etc. Chairs will be delivered and installed at Walters State Sevier Campus at 1720 Old Newport Hwy, Sevierville, TN 37876	

# Bid consists of a total of 9 pages. Pages 1-5 must be completed to be considered a bid.

If you have any questions regarding bid, email them to purchasing@ws.edu.

(Print Name of Person or Firm)	Cash / Time discounts, if any
(Address)	No. of days to deliver
(City, State, Zip)	Phone / Fax / E-mail
(Authorized Signature)	(Date)

Signature of this document confirms that your company is in compliance with <u>all</u> specifications required of this bid.

# **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 the 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.

 $\underline{https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=TBRCentralOffice\&tmstmp=1466527285763}$ 

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

# **Walters State Community College**

### **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 Walters State Community College's Minimum General Quotation/Proposal Conditions.

Authorized Signature for Bidder			
Printed or Typed Name			
,			
Title			

\*\*\*FAILURE TO SIGN WILL RESULT IN REJECTION\*\*\*
Institution is an EEO/AA/Title IX/Section 504/ADA employer



# MINORITY / ETHNICITY FORM

# To comply with reporting regulations required by the State of Tennessee and the United States federal income tax laws, it is necessary that the following information be provided prior to the issuance of any contract. **This form must**

be completed in full.					
1. Name of Contractor:	2. Is Contractor a US citizen?				
	☐ Yes				
	□ No				
	If no, state country of citizenship:				
Federal ID / Social Security Number:					
	(If not a US Citizen, please include a copy of Visa with this form.)				
3. Kind of Ownership (Check one):	4. Minority / Ethnicity Code (Check One):				
Govt. (GO)	☐ African American (MA)				
☐ Agency of the State of Tennessee (SA)	☐ Native American (MN)				
☐ Non-Profit (NO)	☐ Hispanic American (MH)				
☐ Majority (MJ)	☐ Asian American (MS)				
☐ Minority* (see reverse side for definition)	☐ Other Minority (MO)				
☐ Woman (WO)** (see reverse side for definition)	Specify:				
☐ Small (SM)*** (see reverse side for definition)					
Service-Disabled Veteran****(see reverse side for definition)					
Persons with Disabilities, Disabled Business Enterprise (DSBE)					
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.)					
□Small □Minority □Woman-Owned □Service-Disabled Veteran □ Persons with Disabilities					
6. Is Contractor or Contractor's parent company located outs	ide the U.S.  Yes  No				
If yes, state Country:					
7. Certification: I certify that all the information as completed above is accurate and true.					
Signature	Date				
Name (Printed):					
Title:					

#### \*Minority Ownership Clarification:

"Minority owned business" 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 Business Clarification:

A "woman-owned business" means a woman owned 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 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 Ownership Clarification:

A "small business" 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.

#### \*\*\*\*Service-Disabled Veteran Business Enterprise (SDVBE) Clarification

Tennessee Service-Disabled Veteran owned mean 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.

Tennessee Service-Disabled Veteran owned means a service-disabled owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function, and

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

## \*\*\*\*\*Persons with Disabilities, Disabled Business Enterprise (DSBE)

Business owned by persons with disabilities" 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)

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

#### REQUEST FOR QUOTATION STANDARD PURCHASING TERMS & CONDITIONS

## 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.
- i. 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.
- I. 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 publicly 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 any and 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 (<a href="www.tbr.state.tn.us">www.tbr.state.tn.us</a>) 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.** Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contactor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract.

The Bidder hereby attests, certifies, warrants, and assures that the Vendor 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. CONFLICT OF INTEREST.** By submission of this Bid, the Bidder warrants that they do not have a conflict of interest, are not an employee or official of the State of Tennessee and are not receiving wages or compensation from a state entity other than the potential award of this solicitation.
- **14. 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.
- **15**. **BOYCOTT OF ISRAEL.** By submission of this Bid, bidder certifies that is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-127. This provision shall not apply to purchase orders/contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.