



TENNESSEE TECHNOLOGICAL UNIVERSITY

OFFICE OF BUSINESS SERVICES
FACILITIES AND BUSINESS SERVICES BUILDING
P.O. Box 5041, 220 W. 10th St.
Cookeville, TN 38505-0001
Phone (931) 372-3491 Fax (931) 372-3727
www.tntech.edu/purchasing

PURCHASE ORDER

PO NUMBER MUST BE SHOWN ON ALL
INVOICES, PACKAGES AND
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Custom Builders
4519 Burgess Falls Rd
Baxter TN 38544-5316

PO Number: **P0002975**
Issue Date: 05/21/09
Page No: 1
Delivery Date:

Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

SHIP TO:

SEND INVOICE IN DUPLICATE TO:

**S
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220 W 10th St
Facilities
Cookeville TN 38505

**B
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G**
Tennessee Technological University
Business Office, Box 5037
Cookeville, Tennessee 38505-0001

TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	49,000.00	EA	<p>To provide Tennessee Technological University the following services from May 21, 2009, through May 20, 2010, with the option to renew up to four (4) additional years with mutual consent of the University and Contractor.</p> <p>All pricing, terms, and conditions shall be in accordance with Attachment A. Attachment A shall be considered an integral part of this Purchase Order.</p> <p>For Information, Contact: Tiffany Davidson / Facilities (931) 372-3586 / tdavidson@tntech.edu</p> <p>Floor Tile Installation Services</p>	1.0000	49,000.00
TOTAL:					CONTINUED

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.

ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE: 
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY



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date correct invoice is received, whichever is later.

SHIP TO:

SEND INVOICE IN DUPLICATE TO:

Table with columns for SHIP TO and BILL TO. SHIP TO: 220 W 10th St, Facilities, Cookeville TN 38505. BILL TO: Tennessee Technological University, Business Office, Box 5037, Cookeville, Tennessee 38505-0001.

TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT
DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

Table with columns: ITEM, QUANTITY, UNIT, DESCRIPTION, UNIT PRICE, EXTENSION. Description: - Maximum Annual Liability Shall Not Exceed \$49,000.00. Total: 49,000.00.

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and
conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any
other manner, unless otherwise expressly agreed to in writing by the University.

ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE: [Signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY

Attachment A

Installation of New Tile:

Skilled Labor per hour: \$29.00 / hour

Unskilled Labor per hour: \$16.00 / hour

Tile per square foot: \$1.50 / sq. ft.

Floor prep price per square foot: \$2.00 / sq. ft.**

(NOTE: The maximum amount that may be charged for floor preparation shall not exceed two (2) times the total amount of the price per square foot installation costs. University must approve floor preparation fees before such work is started. Prior to any floor preparation work being done, University Project Manager and Contractor shall together survey the jobsite to evaluate the difficulty level of floor preparation work. If it is determined by the University and Contractor that required labor for floor preparation might exceed two (2) times the total amount of the price per square foot installation costs, then a higher rate may be charged WITH WRITTEN APPROVAL BY THE UNIVERSITY. Work shall not proceed in any case until after the University and Contractor have together surveyed the job site.**

Supplies Cost* Plus: +15%

*Cost is defined as Contractor's invoiced cost plus tax.

Note: Pricing should NOT include cutting off doors or moving any items from the location work is to be completed. The University will provide these services.

Tile Repair:

Skilled Labor per hour: \$29.00 / hour

Unskilled Labor per hour: \$16.00 / hour

Supplies Cost* Plus: +15%

*Cost is defined as Contractor's invoiced cost plus tax.

Base Removal & Replacement:

Skilled Labor per hour: \$29.00 / hour

Unskilled Labor per hour: \$16.00 / hour

Supplies Cost* Plus: +15%

*Cost is defined as Contractor's invoiced cost plus tax.

Removal of Existing Tile:

Skilled Labor per hour: \$29.00 / hour

Unskilled Labor per hour: \$16.00 / hour

All tile removed by Contractor should be disposed of in the large landfill dumpster located at the University's Central Receiving Warehouse.

Contractor will be required to coordinate all tile installations / repairs with the Facilities Department. No installations / repairs are to be made without approval from the Facilities Department.

Note: The per hour labor rate includes all costs such as meals, lodging, tools, and equipment. Rate begins upon arrival on the job site. Travel time is not to be included.

The annual maximum liability of this contract is \$49,000.00. This does NOT represent a commitment to purchase / contract for this amount, but is an approximation based upon the University's historical experience.

In terms of financial considerations and invoicing, Contractor must provide an invoice to the University for work performed under this Contract. Each invoice shall reference the University's Purchase Order Number as well as identifying information for the particular project (i.e. work order number, name of project manager, location of work site, etc.). All charges for all work performed shall be itemized. In addition, labor shall be itemized by quoted labor rates (i.e. indicate how much of total labor costs is skilled labor and how much is unskilled/helper labor). Invoices shall also itemize all materials furnished by Contractor, as applicable, along with copies of any invoices acquired by the Contractor for said materials. Contractor shall submit invoices to the University every two weeks. If a project is completed in two weeks or less, a single invoice for the entire project must be submitted within fourteen (14) working days of project completion. Final invoices of all projects completed in a time period over two weeks must be submitted within fourteen (14) working days of project completion.

OTHER CONSIDERATIONS:

- **Conflict of Interest.** The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer, agent, employee, sub-contractor or consultant in connection with any work contemplated or performed relative to this purchase order. If the Contractor is an individual, the Contractor warrants that within the past six (6) months he/she has not been and during the term of this purchase order will not become an employee of the State of Tennessee.
- **Non-Discrimination.** The parties 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, American 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.
- The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

- **Liability.** The Contractor, being an independent contractor and not an employee of the University, agrees to hold harmless the University from any and all liability not specifically provided for in this contract.
- **Insurance.** The Contractor must provide and maintain public liability insurance naming both the University as additional insured and certificate holder. The minimum limits of the policy shall be \$1,000,000.00 for personal injury and \$300,000.00 for property insurance. The Contractor shall furnish the University with a current certificate showing that such insurance is in effect and that the protection afforded under this policy will not be cancelled or reduced until at least ten (10) days prior notice is sent to the University by the insurance company or agent.
- **Early Termination.** This purchase order may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
- **Termination Due to Lack of Funds.** The University reserves the right to cancel this purchase order at June 30 of any year covered by this purchase order including any renewals thereof, if sufficient funding is not available from state and/or federal funds.
- **Termination for Cause.** If the Contractor fails to fulfill in a timely and proper manner its obligations under this purchase order, or if the Contractor shall violate any of the terms of this purchase order, the University shall have the right to immediately terminate this purchase order and withhold payments in excess of fair compensation for work completed.
- Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages sustained by virtue of any breach of this purchase order by the Contractor.
- **Amendment.** This purchase order may only be modified by written amendment executed by all parties hereto.
- **Audit.** The Contractor shall maintain documentation for all charges against the University under this purchase order. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this purchase order, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives.
- **Assignment.** The Contractor shall not assign this purchase order or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the University or Tennessee Board of Regents, as appropriate. Approval shall not be given if the proposed sub-contractor was or is currently ineligible to bid on the purchase order.
- **Extension to Other Entities.** The terms, conditions and pricing of this purchase order are extended to other institution(s) within the Tennessee Board of Regents and University of Tennessee systems.
- **Governing Law.** This purchase order shall be construed in accordance with the laws and Constitution of the State of Tennessee.
- **Terms and Conditions.** The terms and conditions of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase. Any subsequent terms and conditions set forth by the vendor on invoices or in any other manner, shall not apply unless expressly agreed to in writing by the University.

- **Voluntary Buyout Program.** The Contractor acknowledges and understands that, for a period of two (2) years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
 - a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the VBP Contracting Restriction Waiver Request format available from the state and the Internet at www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.