# Attributes - General Requirements and Instructions to Bidders

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## # Type Attribute

1. Note Background

This Intent to Bid (ITB) is initiated by Tennessee State University and offered to prospective proposers for the services listed herein. Tennessee State University holds the distinction of a Carnegie Community Engaged University. Tennessee State University is a comprehensive, urban, coeducational land-grant university founded in 1912. The University has two convenient locations – a 450-acre main campus, with more than 65 buildings, located in a residential setting; and the Avon Williams Campus located in the heart of downtown, near the center of the Nashville business and government district. The University’s regular academic school year begins in August and ends in May of the following year. Summer sessions begin in May and end in August. TSU is located in Nashville (population 619,626), the state capital and second largest city in Tennessee. Popularly known as “Music City USA” and “The Athens of the South”, Nashville is a thriving center of government, banking, insurance, publishing, health care, art culture and education.

1. Note Term Extension

The Institution reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term not to exceed an aggregate of sixty months from the date of the award.

1. Note Letter of Intent

Prospective bidders are requested to indicate their intent by submitting a Letter of Intent to Bid by fax or email to the University by See Bid Documents. A Letter of Intent to bid creates no obligation and is not a prerequisite for making a proposal; however, it is necessary to ensure receipt of ITB amendments and other communications regarding the ITB.

1. Note Delivery of Bid

The prospective bidder is to deliver one sealed copy of its proposal to this ITB with the outside of the envelope/package clearly labeled as follows: a) ITB number, b) Date of opening, c) Time of opening. Proposals received after the specified time and date will be returned unopened. All responses, inquiries or correspondence submitted in reference to this ITB and any other documentation provided by any prospective Bidder will become the property of the University and will not be returned, whether or not a contract is consummated. Proposal will be delivered to: Tennessee State University Office of Procurement 3500 John A. Merritt Boulevard Nashville, Tennessee 37209-1561 Tel: 615-963-5054 Fax: 615-963-5192

1. Note Inquiries
	1. Any questions regarding interpretation of the ITB, or any of its provisions, or any questions to be considered by the University must be placed in writing and faxed or emailed to the Office of Procurement at (615) 963-5192 no later than See Bid Documents b. The University will respond only in writing to all questions and inquiries. A written response will be furnished to the requester and all other participants who submit a letter of intent. An official record of all such communications will be maintained and available for inspection in the Purchasing Department. Under no circumstances will the University accept responsibility if a Bidder bases any portion of its response on information obtained outside of this procedure. Proposal specifications may not be verbally changed. This ITB supersedes any and all previous discussions, agreements or promises made by any Institution employee regardless of position or title. c. The interpretation of the specifications of this ITB will be responsibility of the University. d. Any person or firm making unauthorized contacts with employees, officers, or agents of the University on matters pertaining to this ITB will be disqualified from bidding and any bid documents submitted will be returned.
2. Note Opening of Bids

Bids will be opened See Bid Documents in the Bid Conference Room of the Office of Procurement, 2nd Floor, General Services Building. All bids must be sealed and delivered on or before See Bid Documents. Bids received after the time specified above or at any other location(s) will NOT be opened. Pursuant to Tennessee law, the only information that will be available at that time will be the names of bidders submitting bids. Bidders may attend a bid opening but are not required to do so. Bids transmitted by facsimile or email will not be accepted since neither transmission is not considered a sealed bid.

1. Note Alternate Bids

Alternate or multiple bids will not be considered unless specifically stated herein including, but not limited to submitting a bid as a prime bidder or as a subcontractor to another prime bidder or with any of the bidder’s competitors will be disqualified.

1. Note Preparing the Bid
	1. Bids should be prepared simply and economically, providing a clear and concise description of Bidder’s capabilities to satisfy the requirements of the ITB. Emphasis should be placed on completeness and clarity of content. b. Bids should be made in the official name of the firm or individual under which business is conducted, showing official business address. c. Each prospective Bidder must furnish all information required by the ITB to be considered, including the submission of any material pertaining to the proposed services/products. d. The bid is offered to the company to whom it is addressed and may not be transferred to any other Bidder without contacting the Office of Procurement. e. Failure to complete Bid Forms, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid. f. Failure to complete bid forms, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid.
2. Short Text Bid Price Validity

Bid prices must be good for 180 days from date of opening.

1. Short Text Warranty

The Bidder provides warranty all material and workmanship for one year.

1. List of Values Samples

Bidder to provide samples of product material (photos, pamphlets, booklets, etc.) (MUST REQUIREMENT) 12 List of Values Authorization

Bid must be signed by an official authorized to sign for the company. (MUST REQUIREMENT)

1. List of Values Contract Crime Disclosure

The following statement is (mark the one that is applicable): The Bidder and/or any of the Bidder’s employees, agents, independent contractors and/or proposed subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any contract crime involving a public contract.

1. Note Bid Security

Bid Security is required in the amount of five percent (5%) of total amount of bid, including alternates, made payable to State of Tennessee. Bid Bonds shall be issued by Surety company licensed to do business have certified and current Power-of- Attorney for Attorney-in-Fact attached. Checks shall be certified or cashier’s, payable in U.S. Dollars (USD) drawn on a U.S. bank. Bid security submitted in the form of a check is deposited by the Owner until conditions for a refund are met, and then

refunded in accordance with normal State requirements for prompt payment. In order to obtain such a refund, the bidder must submit a completed Substitute W-9 Form, using the form of Section 00 54 35, within 30 days of the bid opening. Bid Security that has been deposited is valid for only the one bid, and is not transferrable to another bid. Owner may retain Bid Security of bidders to whom award is being considered until either: 1) Contract has been executed; 2) specified time has elapsed so that bid is not binding; or 3) bid has been rejected. If Bidder refuses to enter into Contract or fails to furnish all required attachments properly executed, the amount of bid security shall be forfeited to Owner as liquidated damages, not as penalty.

1. Note Performance Bond

The successful contractor, upon award of contract, may be required to give assurance of performance by posting a performance bond executed by a surety company authorized to do business in the State of Tennessee, a certified or cashier’s check (deposit agreement) made payable to payable to Tennessee State University in an amount to be determined on the cost proposal to be forfeited if the contract fails to complete any academic year or transition period. The Institution reserves the right to require a performance bond at the beginning of each contract period.

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1. Note Bid Acceptance
	1. The University reserves the right to accept all, part or any combination thereof of the ITB submitted in its best interest. b. The University reserves the right to further negotiate after bids are opened with any potential Bidder, if such is deemed necessary, in the discretion and best interest of the University. c. Any bid that restricts the right of the Institution, or otherwise disqualifies, or limits the bid requirements will be considered non-responsive and the bid will be rejected. d. The University reserves the right to a one (1) year renewal option not to exceed an aggregate of sixty months from the date of the award.
2. Note Basis of Award

Final award will be made after evaluation of all bids to the best, responsive, responsible qualified Bidder, provided all terms, conditions, specifications and requirements have been met.

1. Note Bid Review
	1. Upon completion of review and evaluation of all bids submitted in response to this ITB and award, all bids become public documents open for review by the public in accordance with the requirements of the Tennessee Open Records Act. b. The Institution retains the right to determine if the ITB should be re-advertised in which all prior offers and/or bids shall remain closed to inspection by bidders and/or public until evaluation of the responses to the re-advertised bid is complete.
2. Note Requests For Price Changes

Written requests for price changes in term contract after the firm price period may be submitted in writing to the Purchasing Department. Any increase will be based on the vendor/contractor's actual cost increase only, as shown in written documentation. All requests for price increase must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the general or industry-wide nature of the change. At the option of the Purchasing Department, (1) the request may be granted, (2) the contract may be cancelled and awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation to bid, (3) the commodity/service may be re-advertised for award and subsequent cancellation, or (4) continue the contract without change. The Purchasing Department will accept or reject all such written requests within thirty (30) days of the date of receipt. If approved, the Purchasing Department will notify the contractor on the date the increase will be effective.

Contractor must honor all purchase orders dated up to thirty (30) days subsequent to the price change request at the original price. Contractors shall report price decreases immediately upon receipt of the decrease and the University shall receive proportionate price reductions.

1. Note Approval Of Price Increase

Price increases, when granted, will be effective on the first of the following month. No increase shall be effective until approved. Approval of any price increase renews the firm price period.

1. Note Price Increase Rejection

When the Purchasing Department rejects a request for a price increase, the vendor/contractor will be notified of the Purchasing Department's intention prior to the first of the following month. At the option of the Purchasing Department (1) The contract may be cancelled and awarded the next lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation to bid, (2) The commodity/service may be re-advertised for award and subsequent cancellation, or (3) continue the contract without change.

1. Note Minority Participation

It is the express desire of the Institution to include an emphasis on diversity in its contractual relationships with contractors for the construction, demolition, or renovation of Institution projects under jurisdiction of the Institution. The Institution acknowledges that firms who demonstrate and embrace diversity within their programs and policies are assisting the Institution in achieving its goals in building a more reflective marketplace of the community within this state. The Institution will require the successful bidder to report to the Institution the names and amounts of contracts entered into with minority-owned businesses on Institution projects in order for the Institution to collect data on such participation, as set forth in the Conditions of the Contract.

1. Note Use of Services by Others State Institutions

The successful vendor agrees to allow other Local Governing Boards and the University of Tennessee (UT) System Institutions to “Piggyback” off the contract and ITB by entering into separate contract and same terms and conditions. Price will be negotiated at the time of mutual agreement as to specific requirement(s).

1. Note Failure to respond to all requirements may result in disqualification.

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1. Note 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. Only bids submitted on bid forms furnished by the Institution will be considered. Purchase orders will be issued to the firm name appearing on the bid. 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.

1. Note BID OPENINGS

Bids are to be received in the location designated on the bid no later than the specified date and time. Bid openings shall be public, on the date and at the time specified on the bid form. All bids received after that time shall be returned. Late bids will not be opened or considered. Telegraphic bids, telephone bids or bids by facsimile will not be accepted.

1. Note BID WITHDRAWAL

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.

1. Note FAILURE TO 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. Bidders are cautioned to verify their bids before submission, as amendments received after the bid deadline will not be considered.

1. Note DISCOUNTS

Discounts other than "Time" or "Cash" offered should be deducted from the unit price. 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.

1. Note 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 ITB/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 ITB/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. Unless otherwise stated you may bid any brand that meets or exceed the quality of items specified. Specifications as indicated are at minimum. Failure to examine any drawings, specifications, or instructions will be at the bidder’s risk.

1. Note 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.

1. Note 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.

1. Note TAXES

Federal Excise and State Sales Taxes are not applicable and must not be included in your price. 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.

1. Note MISTAKES

Contractors are expected to examine the specifications, delivery schedule and all instructions pertaining to supplies and services. Failure to do so will be at the Contractor's risk. No erasures permitted. In case of error in the extension of prices in the bid, the unit price will govern. 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.

1. Note TRANSPORTATION AND DELIVERY

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.

1. Note CONDITION AND PACKAGING

Unless otherwise specified, it is understood and agreed that any item offered or shipped on this bid shall be new (unused current production model at time of this bid), that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

1. Note 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.

1. Note DELIVERY

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. DELIVERY HOURS: 8:00 a.m. to 12:00 Noon and 1:00 p.m. to 4:00 p.m., MONDAY through FRIDAY. Legal holidays excluded.

1. Note AWARDS

As the best interest of the University may require, the right is reserved to reject any and all bids and to waive any technicality in bids received. The University may accept any item or group of items unless the Contractor specified to the contrary. A "Purchase Order" when furnished the successful Contractor shall result in a binding contract without further action by either party.

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1. Note 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.

1. Note ADDITIONAL INFORMATION

If you require additional information, address your request to the Purchasing Department, Tennessee State University, 3500 John A. Merritt Blvd., Campus Box 9633, Nashville, Tennessee 37209-1561. Give us the date of bid opening and bid number. Such information must be cleared prior to bid opening.

1. Note PAYMENT

Payment will be made by the University after the items awarded to a vendor have been received, inspected and found free of damage and defect. Invoice date shall not proceed the date of shipment of order.

1. Note ACCEPTANCE AND AWARD

The Vendor agrees and understands that the Director of Purchasing 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 in the best interest of the University. 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 Director of Purchasing. a. Contracts and purchases will be made with the best, responsive, responsible qualified Contractor, providing all terms, conditions, specifications and requirements have been met. 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. Use of Services by Others State Institutions: The successful bidder agrees to allow other Local Governing Boards and the University of Tennessee (UT) System Institutions to “Piggyback” off the contract and ITB by entering into separate contract and same terms and conditions. Price will be negotiated at the time of mutual agreement as to specific requirement(s).

1. Note ALTERNATE BIDS

Alternate/Multiple bids are not acceptable unless specifically call for in the bid.

1. Note BOND FOR PERFORMANCE

The University reserves the right to require the successful Contractor to furnish security, free of any expense to the State or the University, a guarantee for faithful performance.

1. Note BID LIMITATIONS

The bid of any vendor that contains a limitation of remedies clause, without exception, shall be cause for rejection.

1. Note INSPECTION

All vendors have the right to inspect the bid file, prior to award, and upon completion of bid evaluation. Interested vendors should make this fact known in writing when submitting their bid. Failure to do so will not be a basis for complaint. Upon request, a reasonable opportunity to inspect the bid file will be provided. Vendor will be notified when bid file is ready. Date and time will be established by the University and once established cannot be waived.

1. Note COPYRIGHT/INFRINGEMENT/LICENSED PRODUCTS

Vendor must be an authorized dealer to sell copyright/licensed products offered under this bid.

1. Note 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.

1. Note PROHIBITIONS/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. 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.

1. Note 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 attestation shall be made on the form, Attestation re Personnel Used in Contract Performance (“the Attestation”), which is attached and hereby incorporated by this reference. If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid Tennessee State University 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.

1. Note 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.

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