

Mail Bids to:
TENNESSEE STATE UNIVERSITY
PURCHASING DEPARTMENT
 3500 John A. Merritt Boulevard, Box 9633
 Nashville, Tennessee 37209-1561

INVITATION TO BID

ITB Date May 24, 2012

Requisitioner SIMS

Telephone Number (615) 963-5181

ITB # 10592 ORG# 61085 Req. # 30211377

Bid Opening: June 11, 2012

Time: 2:00 P.M (Central Paris Renovation)

Vendor states that this bid is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion of fraud. Vendor certifies acceptance and compliance with all rules, terms and conditions in conformance with applicable Tennessee Statues.

All Prices F.O.B. Tennessee State University, Nashville, Tennessee 37209-1561

This ITB is not a Commitment. A commitment will be made in the form of a duly authorized purchase order. **This ITB must be manually signed in ink in the space at right. Failure to do so will cause rejection of your bid.**

The vendor offers, and agrees, if this is bid is accepted within _____ days from the date of the opening, to supply the listed articles in the quantities specified for the prices specified.

Firm Name _____

Street Name _____

City, State, Zip _____

Telephone: _____

Cash discount: _____ % thirty (30) days.

Prompt payment discount will be considered in award process.

Note: Payment terms for Less than 30 days will be considered or accepted by the University.

Delivery will be made in _____ days A.R.O.
 Bid price(s) good for _____ days from date of opening.

Authorized signature _____

Print Authorized signature _____

Item No.	Item Description	Qty.	Unit	Brand or Grade	Unit Price	Extension
1	Vendor to provide all the necessary labor, material, equipment, and supervision needed to renovate existing space at the Tennessee State University Central Paris, TN Building. For complete scope and drawings, go to http://www.tnstate.edu/facilities/projects.aspx . A hard copy is available in the office of Procurement and Business Services.					
2	Total Cost		Each		\$ _____	\$ _____

If unable to bid, please indicate "NO BID" and return.
 See reverse for standard terms and conditions.

Sealed Bids: One copy of all bid sheets and this form must be executed and returned in a sealed envelope with the blue label affixed to the outside.

STANDARD TERMS AND CONDITIONS

(Bids are subject to the terms and conditions herein.)

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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 exceeds the quality of items specified. Specifications as indicated are minimum. Failure to examine any drawings, specifications, or instructions will be at the bidder's risk.
7. **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.
8. **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.

9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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 Tennessee Board of Regents (TBR) System Institutions and the University of Tennessee (UT) System Institutions to "Piggyback" off the contract and ITB by entering in to separate contract and same terms and conditions. Price will be negotiated at the time of mutual agreement as to specific requirement(s).

- 20. **ALTERNATE BIDS:** Alternate/Multiple bids are not acceptable unless specifically call for in the bid.
- 21. **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.
- 22. **BID LIMITATIONS:** The bid of any vendor that contains a limitation of remedies clause, without exception, shall be cause for rejection.
- 23. **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.
- 24. **COPYRIGHT/INFRINGEMENT/LICENSED PRODUCTS:** Vendor must be an authorized dealer to sell copyright/licensed products offered under this bid.
- 25. **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.
- 26. **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.
- 27. **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 to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.

General Requirements and Instructions to Bidders:

1. Contractor to provide all the necessary labor, material, equipment, and supervision needed to renovate existing space at Tennessee State University Early Head Start in Central Paris, TN. For the complete scope and drawings, go to <http://www.tnstate.edu/facilities/projects.aspx>. A hard copy of the complete scope of work and drawings are available in Office of Procurement.
2. The interpretation of the specifications of this ITB will be responsibility of the University.
3. The University reserves the right to accept all, part or any combination thereof of the ITB submitted in its best interest.
4. The University reserves the right to further negotiate after bids are opened with any potential Contractor, if such is deemed necessary, in the discretion and best interest of the University.
5. 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.
6. A Purchase Order may be issued after evaluation of all bids to the best, responsive, responsible qualified Contractor, providing all terms, conditions, specifications and requirements have been met.
7. Bid prices must be good for 180 days from date of opening.
8. Contractor to indicate earliest delivery and completion date.
9. A schedule detailing how the work will proceed must be submitted within one week after award. Contractor shall allow for ten (10) working days duration for Architects and Engineers review. Successful Contractor to submit shop drawings two (2) weeks after award.
10. **References:** Contractor to provide a list of three (3) customer references for completed projects similar to the proposed project.
11. **Qualifications:** Contractor to provide copies of all licenses, certification and insurance that will allow for work in the State of Tennessee. **Bid Envelope Form must be placed on the outside of the envelope. (MUST REQUIREMENT).** Bidders shall be familiar with the Contractors Licensing Act of 1976, as currently amended, codified in Tennessee Code Annotated Sections (TCA §) 62-6-101, et seq. A contract will not be awarded that conflicts with state licensing law. In compliance with TCA § 50-9-114(a), potential bidders are advised that the Owner does not operate a certified drug-free workplace program providing for testing.

Bids submitted for this project shall not include a contractor or subcontractor that has been disqualified from participating in State construction projects under the supervision of the State Building Commission. As a matter of public record, the State Architect maintains a list of those that have been disqualified, and the Owner endeavors to include a current copy of that list in Bidding Requirements for its projects as Information Available to Bidders. Failure to include a current list shall not negate the effect of disqualification.

12. **On-Site Visit:** An on-site visit and pre-bid meeting is scheduled for **Monday, June 4, 2012** at 10:00 a.m. at the Central Office, 55 Jones Bend Road Extended, Paris, TN 38242. The Contractor shall visit the job site to inform him/herself of the conditions under which this work must be performed. No subsequent allowance will be made in his/her behalf because of error on his/her part for failure to visit the site and obtain the necessary information to completely estimate all work involved. Contractor to fax to 615-963-5192 the name and telephone number of the individual who will attend the on-site visit by **Friday, June 1, 2012**. The on-site contact is Mr. George Herring – (615) 218-0500.

13. **Delivery of Bid**

The prospective Contractor 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, and d) ITB title (**bid form provided**). 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 Contractor will become the property of the University and will not be returned, whether or not a contract is consummated. Proposal will be delivered to:

Procurement and Business Services
Tennessee State University
3500 John A. Merritt Boulevard
Nashville, Tennessee 37209-1561
Attention: Joel L. Sims, Jr.
Tel: 615-963-5181
Fax: 615-963-5192
Email: jsims@tnstate.edu

14. **Preparing the Bid**

1. Bids should be prepared simply and economically, providing a clear and concise description of Contractor's capabilities to satisfy the requirements of the ITB. Emphasis should be placed on completeness and clarity of content.
2. Bids should be made in the official name of the firm or individual under which business is conducted, showing official business address.
3. Each prospective Contractor must furnish all information required by the ITB to be considered, including the submission of any material pertaining to the proposed services.
4. The bid is offered to the Contractor to whom it is addressed and may not be transferred to any other Contractor.
5. Base Bid

Contractor to supply as base bid a cost to complete the full scope of work outlined in

the Project Manual and Drawings for the relocation of Health Center. **See Project Manual and Drawings for Tennessee Cares Early Head Start - Central Paris Renovation** - <http://www.tnstate.edu/facilities/projects.aspx>.

6. Wage Rate Requirements

All laborers and mechanics employed by pursuant to this contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of labor in accordance with subchapter Iv of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and Related acts contained in 29 CFR 1,3, and 5 herein incorporated by reference.

7. Subcontracts

If contractor enters into one or more subcontracts for any of the services performed under this contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this ITB. Contractor to list all subcontractors for the proposed job.

8. Procurement Requirements documents included or referenced in this bid provide available Information that was prepared solely for Designer's use in design of this work and have not been relied upon in the preparation of this bid. The use and interpretation of such information for any purposes is entirely the responsibility of the using party.

9. Failure to complete Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid.

10. 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.

True _____ False _____

11. This Bidder has received the following addenda:

Addendum No _____	dated _____
Addendum No _____	dated _____
Addendum No _____	dated _____

15. Letter of Intent: Each potential Contractor should submit a Letter of Intent to Bid by **June 4, 2012**. 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.

16. 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 to the Procurement Department at (615) 963-5192 by **June 4, 2012.**

17. 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 Contractor bases any portion of its response on information obtained outside of this procedure. Proposal specifications may not be verbally changed.
18. 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.
19. **BID SECURITY:** Bid Security is required in the amount of five percent (5%) of total amount bid, including alternates, made payable to State of Tennessee. Bid Bonds shall be issued by Surety company licensed to do business in Tennessee by Tennessee Department of Commerce and Insurance, and shall have certified and current Power-of-Attorney for Attorney-in-Fact attached.

Checks shall be certified or cashier's, payable in U.S. Dollars 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.

20. **Pro Forma Contract**

Agreement form will be the Standard Form of Agreement Between Owner and Contractor included in this Project Manual. The following information and provisions will be filled in prior to the presentation of the Agreement form to Contractor by Owner: 1) Contracting Agency, Contractor, Project, and Designer will be identified on page one; 2) A full enumeration of the Contract Documents which make up the Agreement will be provided in Article 1; 3) Provisions for Contract Time and Liquidated Damages will be incorporated in Article 2; 4) The Contract Sum and the basis upon which it is determined, and Unit Prices proposed as a part of the successful bid which are accepted by the Owner, will be stated in Article 3; and, 5) The signature page will provide for a single signature by the Contractor, and will provide for the several signatures on behalf of the Owner as required by law and policy.

If the Contract Sum exceeds \$100,000, the successful Bidder shall provide Contract Bond in the amount of one-hundred percent (100%) of the Contract Sum, and a Three Year Roof Bond, if and as stipulated in the Bid Form. Bonds shall be provided in accordance with paragraph 11.5 of the Conditions of the Contract and paragraph 17.2 below on the Owner's standard bond forms included in this Project Manual.

21. **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.
22. Failure to respond to all requirements may result in disqualification.
23. **Use of Services by Others State Institutions:** The successful vendor agrees to allow other Tennessee Board of Regents (TBR) System Institutions and the University of Tennessee (UT) System Institutions to "Piggyback" off the contract and ITB by entering in to separate contract and same terms and conditions. Price will be negotiated at the time of mutual agreement as to specific requirement(s).

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Enclosures: 1. Bid Envelope Form

BUYER: SIMS