**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:** *Electronic*Bids are to be received no later than the specified date and time., on the bid form. All bids received after that time will not be opened or considered.

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 **BID WITHDRAWAL:** No bid shall be altered, amended or withdrawn after opening.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 exceed 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 taxes are applicable Tennessee State university is a is tax exempt Institution and cannot extend their tax exempt status. 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 Via e-mail to the project manager managing the project. Give us the date of bid opening and bid number. Such information must be cleared prior to bid opening.

I

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 Facilities Management 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 Facilities Management..

 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. **COPYRIGHTIINFRINGEMENT/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 furnish and install the interior signage for W.J. Hale Stadium on the campus of Tennessee State University. For bid documents go to <http://www.tnstate.edu/facilities/projects.aspx>. A hard copy of the complete scope of work and drawings are available in The Department of Facilities Management.

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 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. 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 § SO-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 **Tuesday May 3, 2012 at 9:00 am.**

 The contractor shall visit the jobsite 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 e-mail the name and telephone number of the individual who will attend the on-site visit**.**

13. **Delivery of Bid**

The prospective Contractor is to E-mail its proposal to this ITS. The subject line should include the name of the project i.e. (Bid concrete Cleaning)**.** Proposals received after the specified time and date will be returned unopened. A" 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:

Tennessee State University

Facilities Management

Attention George Herring

E-mail address: george.herring@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 ITS. 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 (**Hale Stadium Signage)**. **See Project Manual and Drawings Document link :** http://www.tnstate.edu/facilities/projects.aspx

6. **Alternates**

 Contractor is encouraged to submit Alternates to the base bid. -Alternates shall not be included in the Base Bid and must be listed separately. **The University reserves the right to accept all, part or any combination or waive any irregularities, for any or all Alternates, which will serve in its best interest.**

7. **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 CFR1,3, and 5 herein incorporated by reference.

8**. 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.

9. 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.

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

11. 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\_\_

12. 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 **May 3, 2012.** ALetter 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 amendment 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 e-mailed to the Project manager responsible for the project.

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 Planning Design and Construction 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 are required on all bids greater than $50,000 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 a" 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. **LIQUIDATED DAMAGES and TIME**: Time for completion and amount of liquidated damages

are $.00 per day.

22. **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.

23. Failure to respond to all requirements may result in disqualification.

24. **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).

Enclosures: