1. PREPARATION AND SUBMISSION OF BID.

a. Failure to examine any drawings, specifications, or instructions will be at the bidder’s risk.
b. BID SUBMITTAL / SIGNATURE: Bid shall give the full name and business address of the bidder. If the bidder is a corporation, the name shall be stated as it is in the corporate charter. Bids must be signed in ink by the bidder’s authorized agent. Unsigned bids will be rejected.
c. 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 will constitute an offer to the institution. Bids must be typewritten or in ink; otherwise they may not be considered. Purchase orders will be issued to the firm name appearing on the bid.
d. Bids are to be received in the location designated on the bid no later than the specified date and time. Late bids will NOT be opened or considered.
e. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing bid.
f. Discounts other than “Time” or “Cash” offered should be deducted from the unit price.
g. 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. Equal products of other manufacturers will be considered if proof of equality is provided as part of the bid. Bidders are required to notify the institution’s ITB Buyer 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 Buyer 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. Informativen 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 the bid.
h. Samples: Samples of items when called for, must be furnished free of expense, and if not accepted, will, upon vendor’s request 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.
i. 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 negotiation, and if no delivery date is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) or mutually acceptable delivery date after receipt of order.
j. Transportation and delivery charges should be included in the price and be prepaid by the vendor to the destination specified in the bid. Bid prices shall include delivery of all items F.O.B. destination. In certain situations institution may authorize ‘prepay and add freight to the invoice’.
k. New materials and supplies must be delivered unless otherwise specified in the bid.
l. Alternate/multiple bids will not be considered unless specifically called for in the bid.
m. Bond requirements. The institution reserves the right to require that the selected vendor post a performance and/or payment bond in such amount as deemed reasonable by the institution. Any bond requirement should be included in the bid, itemized separately.

2. INSPECTION.

a. BIDs will be publicly opened and read. The bid-file will be made available for any bidder to inspect when a request is made to the Buyer prior to the award.

3. ACCEPTANCE AND AWARD.

The Institution reserves the right to reject any and all bids and to waive any informality in bids and, unless otherwise specified by the bidder, to accept the lowest responsible bidder. In case of tie bids, the lowest bidder shall be selected. The use of the name of 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. Equal products of other manufacturers will be considered if proof of equality is provided as part of the bid. Bidders are required to notify the institution’s ITB Buyer 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 Buyer 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. Informativen 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 the bid.

4. SERVICE AND SOFTWARE ACCESSIBILITY STANDARDS.

The Contractor warrants and represents that the service and software, including any updates, provided to the Institution will meet the accessibility standards set forth in WCAG 2.0 AA (also known as ISO standard, ISO/IEC 40500:2012), EPub 3 and Section 508 of the Vocational Rehabilitation Act Data Privacy and Security.

5. DISCOUNT PERIOD.

Time in connection with discount offered will be computed from the date of delivery at destination, or from the date correct invoices are received. Bid withdrawals will be considered only upon written request of the bidder. In case of failure to bid/ error in bid. The Institution may procure the articles/services from other sources and hold the defaulting vendor responsible for any resulting cost.

6. DEFAULT OF SELECTED VENDOR.

In case of default, the Institution may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost.

7. INSPECTION OF PURCHASES.

It is the duty of the Institution to inspect all goods at the time of delivery or within a reasonable period of time thereafter, to satisfy itself that the goods are as represented, and that the quality and quantity specified in the bid are met. Any defects in the goods or services may be noted in a bill of delivery, which shall be returned to the vendor by the institution. The Institution reserves the right to inspect and reject any and all goods at any time within a year from the date of delivery of the goods or services. The vendor must pay all cost incurred by the Institution in connection with any such inspection or rejects. Upon receipt by the Institution of the goods or services, it will release any bond or other security held by the vendor as security for the performance of his contract, unless the Institution shall have determined that the goods are not in accordance with the bid or otherwise not conforming to the requirements specified. The Institution reserves the right to require that the selected vendor add freight to the invoice.

8. TAXES.

The Institution is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to, or performing work repair 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.

9. 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 11246, 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.

10. PROHIBITIONS/NO VENDOR CONTRACT FORM/TENNESSEE LAW/AUDIT.

Acceptance of gifts from vendors is prohibited. TCA §12-3-106. Bidding by state employees is prohibited. TCA § 12-4-103. The bidder warrants that no part of the total contract amount shall be paid directly or indirectly to any officer or employee of the State of Tennessee. The contract documents for purchase under this bid request shall consist of the successful bidder’s bid and the Institution’s PO and any documents expressly incorporated by reference. The Seller’s quotation, if any, is incorporated and made a part of the PO only to the extent of specifying the nature and description of the goods or services ordered, and then only to the extent that such items are consistent with the terms of the PO and/or the ITB/RFO. Bidders may not require any other written contract terms or conditions, nor may any other terms and conditions be imposed by means of subsequent requests for proposals, rebid documents, such as invoices, warranty agreements, license agreements, etc. Should the bidder request exceptions to terms and conditions and/or those proposed by the bidder vary from the bid and Institution Policies and Guidelines, Institution may determine the bid to be unresponsive and reject the bid. Any such additional or different terms shall be void. Institution hereby unequivocally rejects any and all additional or different terms, unless expressly accepted by the Institution and made a part of the PO. 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 record shall be subject to audit by the State.

11. PURCHASING POLICIES/BID PROTESTS.

This bid request and any award made hereunder are subject to the policies and guidelines of the State of Tennessee, the Institution, and all applicable international, foreign, and U.S. federal, state and local laws, rules and regulations, including, but not limited to, all applicable laws and regulations pertaining to privacy and confidentiality, including the EU General Data Protection Regulation (“GDPR”), the Family Educational Rights and Privacy Act of 1974, and any other applicable data protection laws, enactments, directives, regulations, guidelines, orders or industry codes. Bid protest procedures are available at http://www.mtsu.edu/procurement.

12. DEBARMENT CERTIFICATION.

The (Proposer/Bidder/Vendor) certifies, by signature below and submission of this (proposal/bid) that neither I nor my principals are presently disqualified, suspended, or debarred, including but not limited to the shortlisted list created pursuant to §12-12-106.

13. IRAN DEVISEMENT 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.

14. ILLEGAL IMMIGRANTS.

By acceptance of this Contract, Contractor is attesting that it will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in delivery of the goods/services under this order. If Contractor is discovered to have breached this attestation, it shall be prohibited from supplying goods/services or submitting a bid to the Institution or 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, 0620.