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**Purchasing Department**

276 Patton Lane

Harriman, TN 37748-5011

(865)882-4587 Fax (865) 882-4667

www.roanestate.edu

Bid No.: B---- Date Issued: Issued by: Dana West

Bid subject to the attached **Minimum General Bid** **Conditions** must be received by:

**Date/Time: 2:00 pm EST\_**

Attn: Dana West, Director of Purchasing & Contracts, (865) 882-4657 westdk2@roanestate.edu

Roane State Community College is exempt from state, federal, and local taxes; do not include taxes in quotation. Minimum terms: Net 30 days. Prepayment not allowed. Quotation must be typewritten or in ink.

**THIS IS NOT AN ORDER**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ITEM  NO. | QUANTITY | UNIT | DESCRIPTION | TOTAL |
| 1 |  |  | **Overview of Bid:**  **Roane State Community College (RSCC) intends to secure a contract ….**  **Pro Forma Contract**  The apparent successful bidder will be expected to sign and agree to all material terms included in the attached Pro Forma Contract. Roane State Community College will not entertain additional terms or documents or material modification of terms included in the Pro Forma Contract.  The bid must be submitted by the due date herein to:  Roane State Community College  Attn: Dana West  276 Patton Lane  Harriman, TN 37748  Any questions should be submitted in writing to:  Dana West  Director of Purchasing and Contracts  Roane State Community College  276 Patton Lane  Harriman, TN 37748  [westdk2@roanestate.edu](mailto:westdk2@roanestate.edu) |  |

[These prices \_\_\_ will be extended \_\_\_ will not be extended to other state institutions of higher education.]

If accepted within \_\_\_\_\_ days of bid opening (above), the undersigned offers and agrees to honor this quotation.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Net discounts, if any \_\_\_\_\_\_ No. of days to deliver \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Name of Person or Firm)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone / Fax / E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

(City, State, Zip) (Authorized Signature) (Date)

**FAILURE TO SIGN WILL RESULT IN REJECTION**

**The Tennessee Board of Regents is an EEO/AA/Title IX/Section 504/ADA employer**

**MINIMUM GENERAL BID CONDITIONS**

**1. PREPARATION AND SUBMISSION OF BID.**

1. Failure to examine any drawings**,** specifications, or instructions will be at the bidder’s risk.
2. 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.
3. Discounts other than "Time" or "Cash" offered should be deducted from the unit price.
4. 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. The articles on which the proposals are submitted must be equal or superior to that specified. Informative and Descriptive Literature: Bidders must furnish all information requested in the space provided in the bid form unless otherwise specified by Institution. When applicable, bidders must submit for bid evaluation, cuts, sketches, descriptive literature and technical specifications covering the product(s) offered. References to literature submitted with a previous bid or on file with the Institution will not be sufficient.
5. Samples: Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon request, be returned at the bidder’s expense. Requests for the return of samples must be made within ten (10) days of bid opening. Each sample must be labeled with the bidder’s name, manufacturer’s brand name and number, bid number and item reference.
6. 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.
7. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the bid.
8. New materials and supplies must be delivered unless otherwise specifically stated in the bid.
9. Alternate/multiple bids will not be considered unless specifically called for in the bid.
10. Bond requirements. The institution reserves the right to require that the selected vendor post a performance and/or payment bond. This requirement shall not alter or impact the pricing proposed by the vendor in its bid package.
11. Brand and Trade names. The bidder must show brand or trade names of the articles bid, when applicable.
12. Bids must be signed and sealed with the Bid No. on the outside of the envelope.
13. SIGNATURE ON BIDS. Each bid should give the full name and business address of the bidder. Unsigned bids will be rejected. 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. Bids must be written in ink or typed in electronic format; otherwise they may not be considered.
14. Purchase order will be issued to the vendor’s name appearing on the bid which should match the vendor’s W9.
15. Late bids will NOT be opened or considered. Bidders are cautioned to verify their bids before submission, as amendments received after the bid deadline will not be considered.
16. Only bids submitted on bid forms furnished by the Institution will be considered, except that the Institution reserves the right to consider telephone, e-mail or faxed bids for purchase under $50,000 if received by the deadline and confirmed in writing within five (5) days on Institution forms.

**2.** **FAILURE TO BID/ERROR IN 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. In case of error in the extension of prices in the bid, the unit price will govern. 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.

**3. INSPECTION.** All bids will be opened and read publicly and are subject to public inspection after the award. Bidders may be present at opening.

**4. 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 any item in the bid.

**a**  Contracts and purchases will be made with the lowest, responsible, qualified bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Institution, and the delivery terms will be taken into consideration.

**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 purchase order faxed, emailed 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.** If the appropriate space is marked on the bid, other state institutions of higher education may purchase off the contract during the same period as the Institution.

**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, whichever is later. Discount periods of less than \_\_\_\_ days will not be considered in the award.

**6. DEFAULT OF SELECTED VENDOR.** In case of vendor default, the Institution may procure the articles or services from other sources and hold the vendor responsible for any resulting cost.

1. **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.
2. **TAXES.** 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.

**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 11,246, the American Disabilities Act of 1990 and the related regulations to each. Each 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 purchase order. **Bidders may not require any other written contract terms or conditions. 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 years from final payment, and these records 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 Tennessee Board of Regents (www.tbr.state.tn.us) and Institution (available upon request). Bid protest procedures are available at:

http://www.tbr.state.tn.us/policies\_guidelines/business\_policies/4-02-10-00.htm