

STATE OF TENNESSEE



TENNESSEE REHABILITATIVE INITIATIVE IN CORRECTION
PURCHASING OFFICE
6185 COCKRILLBEND CIRCLE NASHVILLE, TN 37209
Phone (615) 253-4931 - Fax (615) 741-2747

Bill Haslam
Governor

David Hart
Chief Executive Officer

INVITATION TO BID

TRICOR-STATE OF TENNESSEE

BID WILL CLOSE: 08/24/2017 1:00 PM CST
Bid will be reviewed on or after bid close date & time.

PURCHASING DEPARTMENT

RETURN BID TO:
Lori Brewington, Buyer/Planner
TRICOR PURCHASING DEPT.
6185 Cockrill Bend Circle
NASHVILLE, TN 37209

VENDOR NO:
SOLICITATION NO: 8000920
VENDOR NAME
LOCATION
CITY STATE AND ZIP
ATTN: CONTACT NAME
DESCRIPTION:

This is a sealed bid; the bid must arrive before the bid close date in a sealed envelope. Cost information should be in one sealed envelope and technical specifications in a separate envelope. The two envelopes must arrive in one sealed envelope and labeled with the solicitation number. Failure to comply can result in the bid being rejected.

INSTRUCTION TO BIDDERS

- 1. READ THE ENTIRE BID, INCLUDING ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID REQUIRES A MANUALLY SIGNED SIGNATURE.
3. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR PROVIDE PRE-PAY AND ADD INFORMATION.
4. AMOUNT OF BID BOND: \$ N/A OR N/A % OF YOUR BID.
5. AMOUNT OF PERFORMANCE BOND: \$ N/A OR N/A% OF THE AWARD.
6. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

TO BE COMPETED BY VENDOR

- 7. \_\_\_ NO BID AT THIS TIME. PLEASE RETAIN ON BID LIST.
8. \_\_\_ DELIVERY WILL BE MADE THIS NUMBER OF DAYS AFTER RECEIPT OF PURCHASE ORDER.
9. \_\_\_ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. PAYMENT TERMS FOR LESS THAN THIRTY (30) DAYS WILL NOT BE CONSIDERED IN EVALUATION PROCESS.
10. \_\_\_ BID OFFER EXPIRES IN THIS NUMBER OF DAYS FROM THE BID OPENING, REQUEST (90) DAYS IF POSSIBLE.
11. \_\_\_ BID BOND ATTACHED, \_\_\_ CERTIFIED CHECK ATTACHED, \_\_\_ OTHER, IF REQUIRED.
12. \_\_\_ SMALL BUSINESS, \_\_\_ WOMAN OWNED BUSINESS, \_\_\_ AFRICAN AMERICAN OWNED, \_\_\_ HISPANIC OWNED, \_\_\_ ASIAN AMERICAN OWNED, \_\_\_ NATIVE AMERICAN OWNED (PLEASE SELECT ONE OF THE ABOVE IF APPLICABLE)
13. VENDOR PHONE & FAX NUMBER TITLE DATE

SIGNATURE OF BIDDER (MUST BE SIGNED) \_\_\_\_\_

14. State statutes require that all bidders be registered before the issue of a purchase order. For registration information, contact the Purchasing Division, phone number (615) 741-1780.

15. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Bid, and for which I (We) have set prices in our offering.

16. It is understood and agreed that this bid, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the TRICOR Purchasing Department, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the State of Tennessee (TRICOR) and the Vendor/Contractor (bidder) submitting such offering.

17. By my (own) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all (TRICOR) specifications covering such items. I (We) further agree, if awarded a contract as a result of this bid, to deliver such commodities, service or merchandise which meets or exceeds the specifications.

18. It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of TRICOR.

19. The inclusion in any bid of a limitation of remedies clause or a limitation of liabilities clause shall be cause for bid rejection.

20. Bid mailing instructions, special envelopes or labels are not furnished with this bid invitation. The supplier furnished envelope for each individual bid proposal must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable solicitation number and the bid opening date. Failure to comply will result in the rejection of your bid. Do not use P.O. Box designation for express/overnight mail deliveries. Emailed and Faxed bids must be complete, received prior to bid closing, and signed with the proper authorized signature. Emailed and Faxed bids cannot be used for bids valued at or above fifty thousand dollars (\$50,000.00).

21. If submitting the bid by mail: All bid prices must be typed or written in ink on the Line Details portion of the Invitation to Bid (ITB); any corrections, erasures or other forms of alteration to unit prices must be initialed by the bidder.

22. The State of Tennessee, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the vendor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the vendor in descriptive literature or specifications submitted with the vendor bid.

23. Contracts are entered into solely for the convenience of the State of Tennessee. The vendor understands and agrees that the State of Tennessee, as a signatory party to a contract, is solely responsible for its performance, and that the officers and employees of the TRICOR Purchasing Department, act exclusively as agents of the State for the award, consummation, and administration of contracts and are not personally liable for any performance or nonperformance by the State.

24. A bid must be received in the TRICOR Purchasing Department office on or before the date and hour designated for the bid opening or the bid will be rejected.

25. The Purchasing Department may reject any or all bids. Action to reject all bids shall be taken only for unreasonably high prices, errors in the Invitation to Bid, cessation of need, unavailability of funds, or any other reason approved by the TRICOR Board of Directors.

26. All present, former employees or officials of the State are referred to Tennessee Code Ann. 12-4-103.

27. Any bid received under this solicitation will not be available for review nor will pricing be divulged to anyone outside of TRICOR or their approving authority, except as required pursuant to Tenn. Code Ann. 10-7-504 (a) (7).

28. Any individuals with disabilities who wish to participate in solicitation meetings such as a pre-bid conference or other scheduled function should contact the Purchasing Department to discuss any auxiliary aids or services needed to facilitate such participation. Such contact may be in person, by writing, telephonically, or otherwise, and should be made no less than ten (10) days prior to the scheduled event, to allow time for the Purchasing Department to provide such aid or services.

29. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the Contractor. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

30. Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn. Code Ann. 67-6-329 (a) (13), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.

31. Exceptions to terms and conditions and/or those proposed by the bidder, which may vary from the invitation to bid, may render the bid NON-responsive and subject the bid to rejection.

32. Unless otherwise stated, all goods called for by a purchase order must be tendered in a single delivery in compliance with the delivery time specified and payment is due only on such tender. Partial shipments and/or back orders will only be accepted with prior receiving agency authorization.

33. All products, materials, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the bid opening, unless otherwise stated in this solicitation.

34. Manufacturers of chemical products which are the subject of purchase contracts for the State of Tennessee shall list and maintain a material safety data sheet (MSDS) for such chemical products on the national MSDS search repository or on the manufacturer's website so that such information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public. In lieu of posting a MSDS on MSDSSEARCH, a bidder shall include the manufacturer's universal resource locator (URL) for its MSDS in the solicitation. For purposes of this MSDS requirement, the Purchasing Department for TRICOR recognizes the following URL for national MSDS search repository: MSDS-SEARCH, which can be accessed on the internet at: <http://www.msdssearch.com>.

35. The requirements of Public Acts of 2006, Chapter Number 878, of the State of Tennessee, addressing the use of illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

36. The Contractor hereby attests, certifies, warrants, and assures 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. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.

37. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.

38. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

39. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.

40. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

41. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation. All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional

Liability”) insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor’s sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

**The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

a. Commercial General Liability Insurance

1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

b. Commercial General Liability Insurance

1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

**Workers’ Compensation and Employer Liability Insurance**

a. Workers’ Compensation and Employer Liability Insurance

1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:

- i. Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or
  - ii. In an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
- i. The Contractor employs fewer than five (5) employees;
  - ii. The Contractor is a sole proprietor;
  - iii. The Contractor is in the construction business or trades with no employees;
  - iv. The Contractor is in the coal mining industry with no employees;
  - v. The Contractor is a state or local government; or
- vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

**Automobile Liability Insurance**

- a. Automobile Liability Insurance
- i. The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
  - ii. The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

**Professional Liability Insurance**

- a. Professional Liability Insurance
- i. Professional liability insurance shall be written on an occurrence basis. This coverage may be written on a claims-made basis but must include an extended reporting period or "tail coverage" of at least two (2) years after the Term;
  - ii. Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
  - iii. If the Contract involves the provision of services by medical professionals, a policy limit not less than two million (\$2,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

42. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

**VENDOR MUST PROVIDE THE TENNESSEE SALES AND USE TAX NUMBER, OR EVIDENCE OF REGISTRATION WITH THE DEPARTMENT OF REVENUE WITH THIS BID.**  
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43. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

**ATTACHMENT 1**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (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.

44. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

45. Invoice Requirements.

The Contractor shall invoice the State only after completion of all work, described in section A of this Contract, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

TRICOR ATTN: ACCOUNTS PAYABLE  
6185 Cockrill Bend Circle  
Nashville, TN 37209  
TRICOR.AP@TN.GOV

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Contract and Purchase Order Number (assigned by the State);
- (4) Customer Account Name: TRICOR;
- (5) Customer Account Number (assigned by the Contractor to the above-referenced State Agency);
- (6) Contractor Name;

- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract;
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax);
- (9) Contractor Remittance Address;
- (10) Description of Delivered Service;
- (11) Total Amount Due for delivered goods or service.

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for goods or service described in Solicitation and in accordance with payment terms and conditions set forth in Contract.
- (2) only be submitted for completed goods and service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges for FOB Destination terms; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section.

46. Competitive Procurements.

This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by TRICOR Chief Business Officer (CBO), for such decision and non-competitive procurement.

This section intentionally left blank.





1. **F.O.B. DESTINATION POINT FOR SHIPPING TO:**

6500 Centennial Blvd  
Nashville, TN 37243

**DELIVERY INSTRUCTIONS: MONDAY-FRIDAY 8:00AM – 1:00 PM CST  
NO DELIVERY AT NIGHT, WEEKENDS, AND/OR HOLIDAYS. NO DELIVERIES ACCEPTED  
UNDER FOGGY CONDITIONS AND CLOSED ON ALL HOLIDAYS.**

2. **FREIGHT F.O.B. STATE AGENCY (DOCK)**

All quotations shall be F.O.B. Nashville, TN 37243. The term F.O.B shall mean delivered and unloaded onto the receiving dock of the agency listed, with all charges for transportation and unloading prepaid by the vendor/contractor.

**ANY QUESTIONS ABOUT DELIVERY MUST BE ADDRESSED THROUGH TRICOR PURCHASING & CONTRACT DEPARTMENT AT 615-253-4931 Lori Brewington**

3. **BIDS REQUESTED ON STANDARD STATE SPECIFICATIONS**

Unit price bids are requested on products or services that equal or exceed the specifications listed. The absence of detailed specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used. All interpretations or specifications shall be made from this statement. It is understood that the specifications or reference to available specifications shall be sufficient to make the terms of such specifications binding on the vendor/contractor. Bidder must submit for bid evaluation applicable cuts, sketches, descriptive literature, and technical specifications covering the product offered. Reference to literature submitted previously will not satisfy this provision. TRICOR reserves the right to reject any bid that fails to meet the minimum qualifications or specifications if provided.

4. **VENDOR QUESTIONS**

In order to provide the opportunity for vendors to submit questions, if any, concerning the referenced requisitions invitation to bid and amendments, the TRICOR Purchasing and Contract Department is requesting that questions be submitted in writing no later than the close of business to [LoriBrewington@tn.gov](mailto:LoriBrewington@tn.gov) by 3:00 PM central standard time on 08/16/2017.

Based on the evaluation of any questions received, TRICOR may issue an extension in the bid opening date, provide modifications to the invitation to bid and, if necessary, provide written responses to questions at that time. However, at this time, we are not anticipating any further extension in the bid opening or any additional modifications in the requirements or specifications included in the invitation to bid.

**Prospective Respondents must direct communications concerning this Solicitation only to the person designated as per Clause 4. Vendor Questions.**

**Unauthorized contact about this Solicitation with employees or officials of the State of Tennessee except as detailed above may result in disqualification from consideration under this procurement process.**

7. **DELIVERY TIME (STANDARD)**

Enter the time required for delivery in the space provided on the front of this invitation.

8. **BIDDERS QUALIFICATION**

Bidders must, upon request of TRICOR, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. TRICOR reserves the right to make the final

determination as to a bidder's ability to perform.

**9. REJECTION**

The TRICOR purchasing and contracts department reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of TRICOR.

**Errors: each correction made by the bidder on the bid response MUST BE INITIALED by the individual correction. No bid or line item shall be altered or amended after the bid opening. In the case of errors in the extension prices, the unit price will govern.**

**10. SINGLE AWARD PREFERRED**

The State (TRICOR) prefers to award a single contract for all items listed to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation to bid. However, separate awards may be made by: ITEM.

**11. AWARD CRITERIA**

An award shall be made to the lowest responsive and responsible bidder considering the following criteria:

**Ability to perform 15%**

**Conformity to specifications 15%**

**Quality 20%**

**Delivery (21 – 30 CALENDAR DAYS FROM RECEIPT OF PO) 10%**

**Price 40%**

Unless otherwise noted above, all identified criteria will be weighted equally during evaluation.

**12. FIRM FIXED BID PRICING PERIOD (PRICE INCREASE ALLOWED AFTER TIME FRAME)**

Fixed prices quoted shall be firm for\_ (1) year or (365) \_days following the date of the award, except TRICOR shall be advised of, and receive the benefit of, any price decrease in excess of five (5) percent automatically. The vendor/contractor must provide written price reduction information within ten (10) days of its effective date. Any required fixed price increase after allowed time frame must be submitted in writing to the Contracts Manager within (10) days.

**13. MINIMUM ORDER**

Vendor must identify any minimum order amount for this bid. Any failure to do so will lead to assumption that no minimum order amount is required. This failure could cause a non-responsive bid or the termination of the contract.

**14. REQUESTS FOR PRICE CHANGES BASED ON VENDOR/CONTRACTORS COST**

Written requests for price changes in term contracts after the firm price period may be submitted in writing to the TRICOR purchasing department. Any increase will be based on the vendor/contractors actual cost increase only, as shown in written documentation. All requests for price increases 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 TRICOR, (1) the request may be granted, (2) the contract may be canceled and awarded to the next 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 sixty (60) working days of the date receipt. If approved, the TRICOR purchasing department will notify the contractor of the date the increase will be effective. Contractors must honor all purchase orders dated up to sixty (60) days subsequent to the price change request at the original price. Contractors shall report price decrease immediately upon receipt of the decrease, and the state shall receive proportionate price reductions.

**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 price period.

**Price increase rejection**

When TRICOR rejects a request for a price increase, the vendor/contractor will be notified of TRICOR's intention prior to the first of the following month. At the option of TRICOR, (1) the contract may be canceled and awarded to the next lowest responsive and responsible bidder whose meets the requirements and criteria set for the 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.

**15. INSPECTION**

All materials, equipment, and supplies are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability. When subsequent tests, after receipt, are conducted and when such tests reveal damage or failure to meet specifications, TRICOR, and the State of Tennessee may seek damages regardless of whether a part or all of the merchandise has been consumed.

**16. CONTRACT ADMINISTRATOR**

Questions or problems arising from bid procedures or order and delivery procedures should be directed to TRICOR Purchasing Department, 6185 Cockrill Bend Circle, Nashville, TN 37209,

**17. COMMUNICATIONS AND CONTACTS**

All instructions, notices, consents, demands, or other communication required or contemplated by this contract shall be in writing and will be made by facsimile transmission, by overnight courier service, by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice. E-mail communication will be accepted as written communications as long as all attachments are downloadable or supplied by facsimile referencing the e-mail and attachments.

**TRICOR:**

**Lori Brewington – Buyer/Planner  
6185 Cockrill Bend Circle  
NASHVILLE, TN. 37209  
PHONE: 615-253-4948  
FAX: 615-350-3025  
EMAIL ADDRESS: LoriBrewington@tn.gov**

**VENDOR NAME:**

**VENDOR NAME  
ADDRESS  
ADDRESS  
ATTN:  
EMAIL ADDRESS:**

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 P.M. Central Standard Time. Any communication by facsimile transmission shall also be sent by United State Mail on the same date of the facsimile transmission.

**18. CONTRACT AMENDMENTS**

Any contract amendments or changes by either party will be requested in writing or e-mail to TRICOR Contract Department:

**Mary E. Hall, Contract Administrator**  
**6185 Cockrill Bend Circle**  
**NASHVILLE, TN. 37209**  
**PHONE: 615-253-4898**  
**FAX: 615-253-4948**  
**EMAIL ADDRESS: [mary.e.hall@tn.gov](mailto:mary.e.hall@tn.gov)**

**19. CANCELLATION**

Any contract may be canceled by TRICOR with the giving of thirty (30) days written notice of intent to cancel. In addition, TRICOR may cancel any term contract for cause effective immediately upon written notice of intent to cancel. The vendor/contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation, if received by the vendor/contractor within a period of thirty (30) days following the date of expiration or cancellation. Cancellation by TRICOR does not relieve the vendor/contractor of any liability arising out of the default or nonperformance.

**20. PROMPT PAYMENT**

TRICOR's prompt payment terms are net thirty (30) days after receipt of materials or services. We will negotiate any discount terms offered for prompt payments in less than thirty (30) days. Please identify any prompt payment discount percentages on page one of this solicitation and in this space \_\_\_\_\_.

**21. WARRANTY PERIOD**

A bidder warrants the (product or service) to be free of defects for a period of \_\_\_\_\_. The bidder will attach the manufacturing standard warranty policy.

**22. SOLICITATION INFORMATION**

TRICOR, a state agency, is specifically authorized by the Tennessee Legislature to conduct business and operate, as free as possible within the principles of free enterprise, in the same manner as a private business with its own purchasing policies and procedures. Vendor's pricing provided to TRICOR as part of sealed bids for the purchase of goods and services will be maintained as confidential to the extent as authorized by law. TCA Section 10-7-504 (a) (7) requires that such records shall be confidential and made available for public inspection only after the completion of the evaluation of the sealed bid information by the state agency, TRICOR.

**23. SAMPLES**

Samples may be requested for evaluation and testing, when applicable, and must be furnished without charge to the TRICOR purchasing department.

**24. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Tennessee in actions that may arise under this contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Section 9-8-101 through 9-8-407.

**25. STATE AND FEDERAL COMPLIANCE**

The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

**26.    INDEMNIFY AND HOLD HARMLESS**

The contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

**27.    VOLUME**

The total purchases of any individual item on the contract are not known. The purchasing department has attempted to give an accurate estimate of probable purchases of each item from the current contract period and projected estimates for the new contract period. This estimate is based on historical data from past contracts, sales, and marketing projection for the period of the contract. The purchasing department does not guarantee that TRICOR (state agency) will buy any or all estimated amounts of any specified item or any total amount.

Fy\_17\_or 1st 12

Current contract period FY \_17\_\_

Estimated value of order per year \$ 80,000

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