

**THE UNIVERSITY OF THE SOUTH REQUEST FOR PROPOSAL.**

**Title: Enter Title**

**INTRODUCTION**: The University of the South is a private, liberal arts university located in Sewanee, TN. The University, familiarly known as Sewanee, was founded in 1857 and is owned by 28 dioceses of the Episcopal Church. It is located on 13,000 acres atop the Cumberland Plateau, making it the second largest campus in the U.S.

The University of the South (“University”) is seeking responses to this Request for Proposal (RFP) for the specific deliverables, products, or services from qualified Proposers to establish a contract with a:

The purpose of this RFP is to enter into a \_\_\_ ( ) year agreement with the option of \_\_\_\_\_ ( ) one-year extensions with a Proposer to provide: \_\_\_\_\_\_\_\_\_\_\_\_\_.

The submission of this request is under one RFP. The University may award the project to separate Proposers if it is in the best interest of the University to do so. The University’s current agreement expires on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The University anticipates that the new contract shall be effective from \_\_\_\_\_\_\_\_\_\_ thru \_\_\_\_\_\_\_.

|  |  |
| --- | --- |
| **RFP Issue Date**  |   |
| **Bids Due**  |   |
| **Proposer Presentations (if** **Required)**  |  |
| **Anticipated Notice of Award**  |    |
| **Anticipated Contract Start Date**  |  |

Qualified Proposers who wish to submit an RFP must do so no later than 5:00 p.m. on \_\_\_\_\_\_\_\_\_\_\_. The University will not accept an RFP after the submission deadline. The University reserves the right to reject any or all proposals.

Before submitting a quote, all Proposers should carefully examine the specifications outlined in the RFP, the appendices and be fully informed of all conditions and limitations specified.

**MINIMUM QUALIFICATIONS**: The University will consider Proposers who meet the minimum qualifications. Enter Qualifications

**BACKGROUND: Enter information**

**SCOPE OF WORK**: The University is inviting proposals from qualified Proposers for the following: (Describe the scope of work in detail).

The University’s current contract agreement expires on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The new contract will be effective from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Complete all that apply.

1. **ACCOUNT MANAGEMENT**:
2. **COMMUNICATION**: The Proposer is responsible to inquire about any requirements or questions regarding this document.
3. **BUSINESS DATA AND ANALYTICS**: The Proposer will have the capability and a system to maintain the service and maintenance records for \_\_\_\_\_\_. Maintenance records must be maintained for a period of seven years and available to the University upon request.
4. **COMPANY QUALIFICATIONS**:
5. **DEFINITIONS**:
6. **DELIVERY RESPONSE TIME**:
7. **ENVIRONMENTAL SUSTAINABILITY**: The University is committed to implementing sustainability practices across all facets of campus life and institutional practices. Our University strategic plan calls for us to be a national leader in sustainability and the supply chain is an important aspect of this commitment.

Please identify, in detail, if and how your company fulfills the following:

* 1. Does your company have a corporate philosophy that supports sustainability?
	2. Does your company have labor and human rights policies?
	3. Does the company support charitable giving, biodiversity initiatives and/or community development?
	4. Does your company measure energy, water, waste and greenhouse gas emissions? If so, do you have publicly available reduction commitments in place?
	5. Does your company have a comprehensive plan to address its impact on climate change?
1. **ESTIMATED ORDER QUANTITIES**:
2. **EQUIPMENT OR APPAREL**:
3. **FUNCTIONALITY AND PERFORMANCE**:
4. **INSTALLATION**:
5. **INSPECTING AND TESTING**: Except as otherwise specified in the Scope of Work, all deliverables shall be subject to inspection and acceptance testing. Upon completion of the work or the delivery of the equipment, service or product, the Proposer will deliver a written notice to the University certifying that the work, equipment, service, or product meets the specifications and requirements.
6. **INVENTORY AND SHIPMENT TRACKING**:
7. **MAINTENANCE**:
8. **MANAGEMENT CAPABILITY**:
9. **MATERIALS**:
10. **OBJECTIVE**:
11. **PACKAGING**:
12. **QUALITY OF SERVICE AND MATERIALS**:
13. **REFERENCES**: Each Proposer is required to provide a customer list showing any educational institutions or other institutions with which it has an Agreement in similar size and scope. Please include name, title, and telephone number of a contact person at each institution. The University reserves the right, but is not obligated, to contact the reference of any institution on the list.
14. **REQUIREMENTS**:
15. **SAFETY**:
16. **SAMPLES**:
17. **SHIPMENT REQUIREMENTS**:
18. **SPECIFICATIONS**:
19. **STORAGE**: 27. **TRAINING**:
20. **WARRANTY**:
21. **OTHER**:

# INSTRUCTIONS TO PROPOSERS

**PREPARATION OF PROPOSALS**: Proposals may be delivered in electronic format (PDF) via email or in hard copy form by 5pm Central Time by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Proposals are deemed delivered when they are received at the University, not when they are sent. A thumb drive should be included with all hard copy submissions. Proposers are responsible for insuring that the Email and Hard Copy Proposals are identical. The **University will not accept late Proposals.**

Email proposals to: jdbrewer@sewanee.edu.

Mail hard copies and thumb drive to:

University of the South Attn: Purchasing Office 735 University Ave.

Sewanee, TN 37383-1000

**Inquiries:**

Submit all questions, notifications, exceptions, objections, general communication or requests for clarification regarding this RFP to the Purchasing Office.

Email inquiries to: jdbrewer@sewanee.edu

Proposers requiring clarification or interpretation regarding the RFP documents can make a written request that must reach the Purchasing Office no later than 5pm Central Time on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The University will respond to the requests in a timely manner and prior to the RFP Proposal deadline.

Any interpretation, correction, or change related to the RFP documents must be in a written amendment. Interpretations, corrections, or changes to the RFP documents made in any other manner will not be binding and Proposer must not rely upon such interpretations, corrections or changes. Proposers will not be allowed to protest based on any omissions, errors or on the content in the RFP if not made known, in writing, prior to the proposal. Proposer may revise a Proposal on the Proposer’s own initiative at any time prior to the deadline for Proposals.

**SUBMISSION OF PROPOSALS**: Proposals will be received at the time and place stated in the RFP. It is the sole responsibility of the Proposer to submit their proposal on time, no exceptions. The University will not consider proposals received after the deadline. This invitation does not obligate the University to any financial responsibility for any costs incurred by a Proposer in responding to this RFP. Proposals will belong to the University. Proposers are required to submit all requirements as stated in this RFP. Proposals must meet the requirements outlined in this RFP in order to be eligible for consideration for awarded contract. The University will reject Proposals that do not comply with these requirements.

Proposers, who submit incomplete proposals with missing information, will be ineligible for evaluation and selection for an awarded contract.

**All Proposals submitted in response to this RFP must include the following:**

**Price Proposal**: Each Proposer is required to submit a cost proposal in response to this RFP that shows cost for all requirements detailed in this RFP.

All proposed pricing must be all-inclusive for: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

See Scope of Work for additional requirements. Proposer may provide a list or explanation on a separate sheet detailing any additional incentives that the Proposer will offer at no additional charge as part of their proposal. This incentive proposal will become part of the signed agreement.

*By signing below, I am certifying that I am submitting this proposal as an authorized representative of the below named Proposer. I have thoroughly reviewed all documents referenced and other information provided by the University. I understand the terms and conditions included in the RFP. I am submitting the proposal accordingly.*

**Cost Proposal for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Total: $

Please specify any type of buyout information if applicable:

**Contract: Please attach a cost proposal with breakdown for each item with details.**

|  |  |  |
| --- | --- | --- |
| Proposer Name:  |   | Federal I.D. Number:  |
|  Address:  |  |  |
|    |  |  |
|  Authorized Signature:  |   |  Date:  |
|  Printed Name:  |  |  |
|  Contact Phone:  | Email:  |  |

## STANDARD RFP CONDITIONS

**ACCEPTANCE:** The University will review theentire RFP to determine if the submission meets the requirements. The University will notify the proposer if the quote is accepted.

**ACCEPTANCE CRITERIA:** The specifications, goals, performance measures, testing results, or other criteria designated by the University to determine if the submission meets the requirements for acceptance.

**ALL OR NONE OFFERS**: The University, unless specifically allowed, will reject line item or lot offers that restrict acceptance to the entire offer.

**AMENDMENTS**: The Purchasing Office will notify the Proposers of any amendments to the RFP. The Purchasing Manager will not issue amendments later than one (1) business day prior to the date for opening of proposals except an amendment withdrawing the Request for Proposal or one that includes postponement of the date for opening of proposals.

It is the Proposer’s responsibility to ascertain prior to submitting a proposal that they have received all amendments issued and Proposer must acknowledge their receipt in the proposal.

**AWARD OF CONTRACT**: The University reserves the right to accept or reject any or all proposals or any portion thereof. The University will award contracts by line item, in product groups, or all or none, whichever is in the best interest of the University. The University will select the most qualified and responsive Proposer.

**CANCELLATION/REJECTION**: The University reserves the right to cancel, or reject any submitted proposal.

**CONFLICTS OF INTEREST:** The successful Proposer agrees to comply fully with the applicable provisions of state and local laws related to conflict of interest. The Proposer agrees to follow the University Conflicts of Interest Policy.

**CONTRACT ADMINISTRATOR**: After award of this contract, (Individual Responsible for

the contract), will be the authorized representative in all matters pertaining to the administration of the terms and conditions of this contract. The Proposer will send all notices and invoices to the Contract Administrator. The University Treasurer, Director of Business Services or Purchasing Manager are the only individuals who can make any amendments or financial modifications to a contract resulting from this solicitation. The successful Proposer will be responsible for coordinating all matters pertaining to the resultant contract with the University’s Contract Administrator.

**CORRESPONDENCE**: Please direct all correspondence in regards to the RFP referenced to the Purchasing Office. Please email to jldavis@sewanee.edu or Mail to: University of the South, Attn: Purchasing Manager, 735 University Avenue, Sewanee, TN 37383-1000.

**DELIVERY**: The Proposer will submit their best quote. In its acceptance of any proposal, the

University relies on the promised start date as the agreement to its acceptance. Should the Proposer fail to meet the start or delivery date as promised, the University reserves the right to cancel this agreement. The Proposer is responsible for any loss or expense sustained due to failure to start or deliver as promised.

**DETERMINATION OF PROPOSER RESPONSIBILITY**: Determination of responsibility is

the unilateral right of the University. Proposals only from Proposers who, in the judgment of the University, are regularly established in the business called for, financially responsible, and able to show evidence of their reliability, ability, experience, equipment, facilities and person(s) directly employed and supervised by them to render prompt and satisfactory service. The University relies on the Proposers expertise with the service submitted. The selected Proposer will take the lead role in project management and staff coordination.

**DISCLOSURE OF INFORMATION:** The Family Educational Rights and Privacy Act

(FERPA) limits the use and re-disclosure of personally identifiable information from student education records in paper, electronic or other form. Proposer agrees to hold education records of the University in strict confidence. Proposer must not use or disclose information from education records except as permitted or required by this contract. Proposer and its officers, employees, and agents must use the information only for the RFP purpose. Education records include records created and maintained by the University related to a student and is not limited to academic records. Proposer must not disclose the information to any other party without the prior written consent of the student. Proposer must conduct the work in a manner that does not permit personal identification of students by individuals other than representatives of the Proposer that have legitimate educational interests in the information. The Proposer must destroy or return the information to the University upon termination, cancellation, expiration or other conclusion of this contract. If the Proposer violates these conditions, the University will not allow Proposer access to education records for at least five years. The Proposer must develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality of information from education records or orders. These measures will apply to any subcontractors used by a Proposer. The Proposer shall, within one day of discovery, report to the University any use or disclosure of information from education records that is not authorized by this contract.

The Proposer must delete all student educational information on any machine, PC or equipment at the end of this contract.

**ELIMINATION OF A PROPOSAL:** The University may exclude a Proposer from

participating in the RFP if the University has any evidence that the Proposer makes a false declaration, is in bankruptcy, is convicted of a serious crime, has engaged in professional misconduct, or provides inaccurate information.

**ETHICS:** Proposers must not attempt to influence or provide any form of personal reward or benefit to any University employee in relation to the RFP. Any attempt to influence a University employee will disqualify the Proposer from participating further in the RFP process.

**GOVERNING LAW**: The laws of the State of Tennessee, federal, local, regulations, and ordinances applicable to the work performed govern this contract. The Proposer must at all times observe and comply with such laws, regulations, and ordinances.

**INVOICES**: Send invoices from orders placed under a contract resulting from this solicitation to the following contact name and address.

Contact Name:

Contact Department:

The University of the South

 735 University Avenue

Sewanee, TN 37383-1000

**MINIMUM ORDER QUANTITY**: The University does not guarantee a minimum order quantity. The quantities represent current estimated maximum requirements. If needed, the successful Proposer may be required to deliver additional quantities, as requested, at the prices quoted until 90 days after the award of this contract.

**MISTAKES BY THE PROPOSER**: The University reserves the right to correct or allow withdrawal of offers which contain obvious nonjudgmental errors, such as typing, price extension, dates, and others when, in the opinion of the Director of Business Services or Purchasing Manager, it is in the best interests of the University to do so. Proposer may withdraw an offer when the Proposer clearly demonstrates that the errors are inadvertent and nonjudgmental.

**MODIFICATION CORRECTION OR WITHDRAWAL OF PROPOSALS**: Proposers may modify correct, or withdraw a proposal by written request prior to the submission deadline. Written or email requests must be received prior to the submission deadline.

**MULTIPLE, ALTERNATE, OR CONDITIONED OFFERS**: Unless specifically allowed,

proposals containing multiple or alternate offers to the agreed upon proposal will not be allowed. The University will reject multiple, alternate or conditional offers.

**OFFER OF GRATUITIES:** The Proposer certifies that no official or employee of the University has or will benefit financially or materially from this contract. Any resultant agreements or contracts may be terminated by the University if it is determined that gratuities of any kind were either offered to or received by any of the University employees from the resultant Proposers employees.

If the contract results in termination, the University may pursue the same remedies against the Proposer as it could pursue in the event of a breach of the contract by the Proposer, and any other damages to which it may be entitled by law.

**OFFER VALIDITY PERIOD:** Proposals are to remain valid and open for acceptance by the University for the entire bid offer timeframe.

**PERMITS AND RESPONSIBILITIES:** The Proposer will be responsible for obtaining any necessary licenses and permits, and for complying with any applicable federal, state and municipal laws, codes, and regulations, in connection with the performance of the work under this contract. Proposer will have copies of the permits and licenses as required by the State of Tennessee if working on the campus of the University.

**PRICING**: All prices must include cost associated with: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The prices must remain valid for a period of 45 days after the proposal closing date and time. The University will not allow price changes or additional charges. Payment to the Proposer will be according to the payment terms and Scope of Work outlined in the contract.

**PROPOSAL EVALUATION**: The Evaluation Criteria utilized for this Request for Proposal will be based upon, but not limited to, the following criteria:

* Overall cost to the University (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).
* Proposer qualifications.
* Previous satisfactory performance of the scope of work or installations similar to those in the University RFP, based on references.
* Previous quality of performance of similar work for the University where applicable.
* Meeting the specifications/requirements of the RFP.
* Exceptions taken to this RFP.
* Warranty/Warranty Options.
* Company’s support and maintenance.
* Quality of components used.
* Services Offered (Installation/Training)

**PROPOSAL QUALIFICATION DATA**: If necessary to evaluate Proposer qualification, the Proposer must furnish information on the following items:

* Company History, Years in Business & Experience
* Company Financial Resources Summary
* List of Executives & Key Personnel
* Narrative on ability to meet delivery and service schedules & expectations
* Narrative on ability to meet specifications in regard to quality service
* Copy of your Service Level Agreement
* Description of your organization’s commitment to environmental initiatives (recycling) and energy efficiency programs
* Description of your process for ensuring that private and protected information is secure on PC hard drives during and at the end of the contract period
* Estimated implementation schedule and transition plan if applicable

**PROPOSER REPRESENTATIONS**: By submitting a proposal, the Proposer represents that they have read and understand the proposal documents.

**RECORDS RETENTION:** The Proposer must retain all RFP and pertinent documents for a minimum of three (3) years after the final payment or completion of the project. The successful Proposer must maintain maintenance records of equipment for a minimum of seven (7) years.

**REMEDIES FOR NON-PERFORMANCE:** If the Proposer cannot comply with the terms and conditions in fulfilling its Contract as anticipated, the Proposer must supply the same products or services from other sources at the contract price. The Proposers delay or inability to supply the services or products in the stated contract may be cause to terminate the contract.

**RESPONSIBLE PROPOSER**: A responsible Proposer means a Proposer who has the

capability in all respects to perform fully the contract requirements, and the integrity and reliability that will assure good faith performance.

**RESPONSIVE PROPOSAL**: A responsive proposal conforms to the RFP solicitation. The University reserves the right to waive technicalities or minor formalities based on a Proposer’s responsiveness.

**SHIPPING DAMAGE**: The University will not accept or pay for damaged goods. The Proposer must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The University will deduct the cost of the damaged goods from the invoice prior to payment. The Proposer must file all claims against the carrier for reimbursement of the loss.

**SUITABILITY**: Any products offered for this proposal must meet or exceed all stated minimum specifications. Any Proposer, who is concerned about a substitute for any product specification, must raise these concerns to the University Purchasing Office at least seven (7) days prior to the proposal opening. The University will be the sole judge in determining equivalency.

**SUPPLIER REPRESENTATIVES**: The Proposer must identify the people it anticipates representing the company as the contact name(s) to resolve order entry issues, shipment delays, product or material defects, or provide information to the University.

**TENNESSEE BUSINESS LICENSE**: Proposer must supply evidence of a valid Tennessee Business License. Acceptable evidence that the Proposer possesses a valid Tennessee Business License may consist of the following:

(a) Copy of the Tennessee business license or provision of the current business license number.

**TESTING AND SAMPLES**: The University reserves the right to request a test delivery and a sample of packaging. Proposer will fulfill requests within a reasonable time. If Proposer is unable to fulfill the request, the University reserves the right to nullify the proposal. Samples of items, when requested, must be furnished free of expense to the University and will be returned at the Proposer’s request immediately following award. Unsolicited samples which are submitted at the Proposer’s risk will not be examined or tested, and will not in any way vary the provisions of this proposal.

**VALID PURCHASE ORDERS**: Proposer will not provide products to the University without first receiving a valid University Purchase Order. Items supplied without first receiving a valid Purchase Order will be at the Proposers risk and expense.

## ADDITIONAL RFP TERMS AND CONDITIONS

**ADVERTISEMENTS**: Unless specifically authorized in writing by the University, the Proposer will have no right to use, and will not use, the name or any marks of the University, its regents, trustees, officials or employees, or the Seal of the University a) in any advertising, publicity, promotion, or b) to express or imply any endorsement of the Proposers products or services.

**ASSURANCE:** If at any time, the University in good faith determines that it questions a Proposer’s ability or intent to perform, and then Proposer agrees to provide the University with written assurance of Proposer’s ability and intent to perform. Proposer shall immediately notify the University if the Proposer fails to perform. Upon the University’s good faith determination that Proposer cannot or will not perform, then the University may deem the agreement breached by the Proposer and the University may cancel the agreement, and/or may re-procure from other sources.

**AUTHORIZATION:** The University requires that the authorized representatives for the Proposer and the University sign this agreement prior to performing the service or work.

**BID TERMS**: Show unit prices, extensions, and total price as required. In the event of a discrepancy between the unit price and the extension, the unit price will govern.

**CONFIDENTIALITY**: Proposal submissions are confidential. The University assumes no liability for any loss or damage that may result from the University’s disclosure of any information provided by the Proposer in connection with its proposal. The University and the Proposer will take reasonable steps to protect confidential information. The Proposer agrees to keep all information and the RFP Confidential throughout the entire process. This provision survives the award of a final contract and, for the selected Proposer, becomes a term of the final contract and survives termination of that contract.

**CONTRACT ASSIGNMENT OR SUBCONTRACT**: The Proposer cannot assign, transfer, or sublet the entire or any part of the contract without the prior written approval of the University.

**CONTRACT DURATION:** The terms of the contract will begin and end on the specific dates on the contract. The University can extend or terminate the contract in accordance with the provisions in the contract.

**CONTRACT EXTENSION:** The University can extend this contract annually for up to two (2) additional years from the expiration of the Contract period, unless sooner terminated in accordance with the provisions of this Contract.

**CONTRACT FORMAT**: The resulting contract will incorporate this RFP, the response, all additional agreements and stipulations, and the results of any final negotiations. All of these documents signed by both parties will constitute the final contract.

**CONTRACT TERMINATION**: The University or Proposer may terminate the contract if either party breaches the approved provisions. The non-breaching party must give a 30 day written notice detailing the breach in reasonable detail. The non-breaching party has the right to terminate the contract by giving a 30 day written notice thereof to the party in breach. Termination of the contract will go into effect immediately upon receipt.

**DELIVERY**: Delivery time may be a criterion in awarding proposals. Failure to deliver within the time specified could result in cancellation or a penalty when indicated.

**DOCUMENTS:** The RFP Proposals and supporting documents remain the property of the University.The University will not return any portion of the RFP Proposal or documents to the Proposer.

**FORCE MAJEURE**: Neither party will be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding 30 days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this agreement.

**INDEMNIFICATION**: The Proposer agrees to indemnify and hold the University, its regents, trustees, officers, employees, and agents harmless from and against all liability, loss, claims, damages, expenses, or demands, including reasonable attorney’s fees, which the University may incur or sustain by reason of the failure of the proposal to fully perform and comply with the terms and conditions of any contract resulting from this RFP. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths of the Proposer, Proposers employees or any other person subject to the Proposers control, or any other person including members of the general public, caused in whole or in part, by a) Proposers breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the Proposer, its employees or subcontractors in the performance of the awarded contract.

**INSURANCE COVERAGES AND REQUIREMENTS**: Upon proposal award, Proposer must be able to provide a Certificate of Insurance per the Terms and Conditions below.

Insurance requirements are as follows:

1. Workers’ Compensation Required: Statutory Limits 2. Automobile:

$1,000,000 Combined Single Limit Liability

$1,000,000 Hired Car/Non-Owned Liability 3. General Liability:

$1,000,000 General Aggregate

$1,000,000 Products/Completed Operations

$1,000,000 Personal Injury

$1,000,000 Each Occurrence

$ 50,000 Fire Legal Liability

$ 5,000 Medical Payments

4. Excess Liability:

 $1,000,000 Each Occurrence

 $1,000,000 Aggregate

Worker's Compensation insurance and employer's liability insurance must cover all persons whom the Vendor may employ in carrying out the required services. Worker's compensation insurance will be in accordance with the Worker's Compensation Law of the State of Tennessee. Every Certificate must specifically state that the University is an additional insured and every Certificate must specify a 30 day notice for cancellation.

**LICENSE**: The agreement does not grant the Proposer a license or other right to duplicate or use any image or intellectual property of the University in any manner other than in connection with the performance of the contract. Any such license to use the University’s intellectual property must be contained in a signed writing.

**NEGOTIATIONS:** The University reserves the right to negotiate with the successful Proposer to finalize a contract.

**NO GUARANTEE OF WORK OR COMPENSATION:** There is no guarantee of a minimal amount of work or compensation for any of the Proposers selected for contract negotiations.

**NON-COLLUSION**: Signing of this proposal affirms that the Proposer has not been in any agreement, deception, improper conduct or collusion among Proposers. The Proposer nor any business represented by this Proposer has received compensation for preparation related to this RFP. The Proposer commits to provide a sincere and authentic bid that meets the University’s requirements.

**NON-DISCRIMINATION:** The University does not discriminate against Proposers based on any category protected by law, whether federal, state, or local ordinance. The Proposer must comply with all applicable federal and state employment laws.

**PERFORMANCE:** Proposer must ensure that responsible, skilled, qualified, licensed trade’s persons and equipment operators perform all work. The key individuals listed in the Proposal will be performing the work.

**PRE-AWARD PRESENTATIONS AND NEGOTIATIONS**: As a part of the evaluation

process, the University may require presentations from Proposers. The University may request product or service presentations. If a Proposer makes a presentation, the Proposer will make the necessary arrangements and bear all costs associated with the presentation. The University can select a proposal without further discussion or negotiation. Proposers must submit the most favorable pricing and terms in response to this Request for Proposal.

**PRICES AND PAYMENT TERMS**: Terms are Net 30 days unless otherwise stated. The University does not accept proposals that require “COD”. If a Proposer requires an additional written agreement or anything requiring a signature, submit the request with the proposal.

**PROTEST PROCEDURE:** Proposers may appeal the award decision by submitting a written protest to the University. Sendprotests to the Purchasing Office within 15 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

**RESPONSIBILITY OF THE PROPOSER:** The Proposer shall be responsible for reading very carefully, and understanding completely, the requirements and the scope of work of the items contained in this RFP. The Proposer will provide all required information to meet the requirements in the RFP.

**RFP EVALUATION**: Formal review and analysis of proposals received in response to a Request for Proposal (RFP) with a view to award a contract to the most advantageous Proposer. The University will evaluate all RFP’s that meet the submission date and stated requirements. All Proposers submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

**SAFETY**: The Proposer must take all necessary precautions for the safety of the employees at work and must comply with all applicable provisions of Federal, State, and Municipal Safety Laws and Building Codes to prevent accidents or injury to persons on, or about, or adjacent to the premises where the work is being performed.

**TAX EXEMPTION**: The University is exempt from Federal and State income, sales, and use taxes. The successful proposal will ensure that the University receives the benefit of its tax exemption where applicable to the purchases.

**SPECIFICATIONS:** The RFP is required to meet the specifications, requirements, technical standards, performance standards, representations, and other criteria set forth in the RFP.

**W-9 REQUIREMENT**: Proposer must provide a copy of their W-9 form upon proposal award.

**WARRANTIES**: Should merchandise described on this proposal contain a manufacturer’s warranty, proposals must state the warranty terms. Proposals offered for merchandise when no warranty applies must clearly state: “NO WARRANTY COVERAGE”. Failure of proposals to furnish this data may be cause for rejection. The requirements for warranty include products, services, contractors, and sub-contractors.

# ACKNOWLEDGEMENT OF RECEIPT OF RFP

Complete and return this form by email to jldavis@sewanee.edu as acknowledgement that you have received this Request for Proposal. We will be able to provide notification of any addenda to this RFP including any questions and answers that may result from this RFP.

Name of Firm:

Address:

|  |  |
| --- | --- |
|  City, State, Zip:  |  |
|  Phone:  |  |
|  Fax:  |  |
|  Name:  |  |
|  Title:  |  |
|  Email Address:  |  |
|  Signature:  | Date:  |

\_\_\_\_\_ Yes, our company does have an interest in responding to this RFP

\_\_\_\_\_ No, our company does not have an interest in responding or is unable to respond

Please email this completed form to jdbrewer@sewanee.edu no later than 5pm Central Time by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Appendices:**

Appendix A

Appendix B

Appendix C

Appendix D

Appendix E

Appendix F

Appendix G

Appendix H

Appendix I

Appendix J

Appendix K

Appendix L

Appendix M