

REQUEST FOR QUOTATION (RFQ)

Department: **CMR**
 Requisition No.: **Battery Storage Cabinet**

Deliver Completed Bid to:
 Tennessee Tech University
 Purchasing and Contracts Office
 Derryberry Hall, Suite 301
 Box 5144, 1 William L. Jones Dr.
 Cookeville, TN 38505-0001
<https://www.tntech.edu/purchasing/>

Date: 9/12/2024

 RFQ Coordinator: Emily Vaughn
 Email: evaughn@tntech.edu
 Phone: 931-372-3566
 Fax: 931-372-3727

Bids must be received in the Purchasing and Contracts Office by 3:00 p.m. Central Time on 9/26/2024.

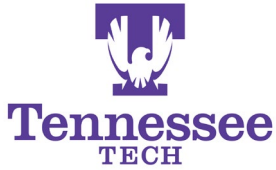
Bid is subject to the RFQ – Standard Terms and Conditions. By submittal of a bid, bidder certifies its agreement to these terms and conditions.

Special Bid Instructions:

1. Indicate any cash/time discounts offered: _____
2. Specify delivery time after receipt of order: _____
3. Bidders who would like to become a registered Diversity Business Enterprise can visit the following link for more information: <https://www.tntech.edu/purchasing/howto.php>
4. To view a bid tabulation after intent to award, please visit this link: <https://www.tntech.edu/purchasing/bidawards.php> Results are listed according to fiscal year then by date of bid opening.
5. Bid may be electronically signed and electronically submitted to RFQ Coordinator above.

THIS IS NOT AN ORDER

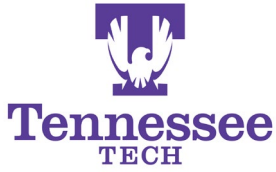
ITEM NO.	Qty	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	2	EA	<p>Please bid to provide the following to Tennessee Tech University.</p> <p><u>Bid prices are to include all necessary shipping/handling charges to make delivery F.O.B. 1781 Browns Mill Road, Building G, Cookeville, TN 38506.Truck with liftgate will be needed.</u></p> <p>SPECIFICATIONS: Please mark with an "X" to the left of specifications. If it meets such specifications. If it does not meet the specifications, leave the line blank. If it exceeds what is specified, put "exceeds" in the blank and indicate the capabilities to the right of the specifications.</p> <p>New – Lithium-Ion Battery Storage Cabinet</p> <p>_____ Minimum of (90) ninety minutes of fire protection from the outside in and inside out _____ Capable of charging and storing undamaged lithium-Ion batteries _____ Includes thermal activated fire suppression _____ Equipped with a smoke detector with external alarm contact _____ Equipped with permanently self-closing doors and oil-damped door closers.</p>		



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ITEM NO.	Qty	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
			<p>_____ Doors can be locked with a profile cylinder</p> <p>_____ Storage cabinet must be accessible underneath for quick mobility</p> <p>_____ Must include adjustable feet to be used on uneven floor surfaces</p> <p>_____ Must include at a minimum of (4) four shelves</p> <p>_____ Each shelf should have a minimum weight capacity of 160 lbs.</p> <p>_____ External Width of cabinet should be minimum of 40 inches and can not exceed 50 inches</p> <p>_____ Exterior Depth of cabinet should be a minimum of 20 inches and cannot exceed 30 inches</p> <p>_____ External Height of cabinet should be minimum of 70 inches and cannot exceed 80 inches</p> <p>_____ Cabinet shall be made of steel</p> <p>Please specify any freight, shipping, handling, liftgate, or any other charges.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Delivery may be a factor in award of the bid.</p> <p>Specify delivery time: _____ days after receipt of order.</p> <p>**NOTE: The attached Standard Terms and Conditions shall be considered an integral part of this Request for Quotation and any Purchase Order resulting from this process.</p> <p>SALES AND USE TAX. Before the Purchase Order/Contract resulting from this RFQ is signed, the apparent successful bidder must be registered or exempted from registration 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 or exemption. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.</p>		



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COMPLETE INFORMATION AND SIGN BID BELOW.

Bidding Entity's Name

Name of Contact Person (Printed)

Address

Phone

City, State, Zip

Fax

Email

Authorized Signature of Bidder

Date

Name & Title of Signatory (printed): _____

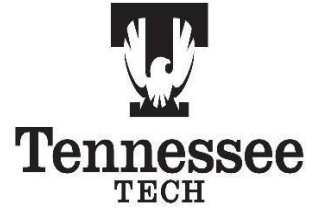
Tennessee Technological University is an EEO/AA/Title IX/Section 504/ADA employee.

RFQ – STANDARD TERMS AND CONDITIONS

1. Bidder must carefully review the RFQ and any attachments, exhibits, addenda or amendments. Bidder's failure to examine any drawings, specifications, or instructions will be at bidder's risk.
2. Bidder shall take into consideration any and all amendments and/or addenda, and bid shall reflect any changes made to the RFQ by the University. In the event of extensive changes to an RFQ, the University may cancel the RFQ and reissue it using a revised RFQ.
3. The University considers any oral communication unofficial and non-binding with regard to the RFQ.
4. Bidder must submit bid according to specific instructions, if any, contained in the RFQ, which supersede those contained in the RFQ - Standard Terms and Conditions, if different.
5. Bidder's submittal of a bid constitutes an offer to the University.
6. Bid must contain the bidder's most favorable terms and pricing.
7. Upon the University's request, the individual signing a bid must furnish satisfactory proof authority to bind the bidder in a contract.
8. Bidder is responsible for costs to prepare, submit and/or present its bid, including samples if requested. Bidder may request samples be returned at bidder's expense. The University is not responsible for and may dispose of any samples not claimed within 10 calendar days following contract award. The University may retain any sample.
9. Unless otherwise instructed, bidder may deliver a bid electronically via facsimile or email.
10. The University will not consider a late bid for an award. A "late bid" is any bid that is not actually delivered to and received by the Purchasing and Contracts Office on or before the date and hour specified in the RFQ.
11. At the University's option, bidder may be bound by bid errors or omissions. Bidder may withdraw or amend a bid before submission deadline. After bid submission deadline, the University will permit a bidder to withdraw a bid only where the enforcement of the bid would impose unconscionable hardship on the bidder. In case of error in a price extension, the unit price will govern.
12. The University reserves the right, at its sole discretion, to reject any and all bids, to cancel the RFQ in its entirety, or to waive any bid informality, in accordance with applicable laws and regulations.
13. The University may reject a bid as a non-responsive counteroffer if it restricts the University's rights or does not comply with the University's terms and conditions
14. The University may request bid clarification from bidders as needed.
15. The University shall reject a bid if it was not arrived at independently without collusion, consultation, communication or agreement with any other bidder as to any matter related to prices. Regardless of time of detection, the University shall consider any of the foregoing prohibited actions to be grounds for rejection of bid and/or purchase order cancellation.
16. The Purchasing and Contracts Office may conduct public bid openings, as appropriate. Public bid openings are for informational purposes only. No award will be made at the bid opening.
17. All materials submitted by a bidder are subject to public inspection according to Tennessee law. The University will not honor a bidder's request to prevent disclosure beyond that allowed by law.
18. If an RFQ is re-advertised, the original bids shall remain closed to public inspection until evaluation of the responses to the re-advertisement is completed.
19. The University may not consider prompt pay discounts of less than 20 days in bid evaluation.
20. Prior to award, the University may require the successful bidder to provide information to demonstrate financial stability.
21. Bid prices shall include delivery of all items F.O.B. destination to the location specified in the bid. The University is not responsible for items until accepted at its location.
22. Unless otherwise specified in the RFQ, bidder must bid only new and unused goods.
23. Unless specified in the RFQ, the University will not consider alternate bids.
24. Bidder shall post any bond(s) required by the RFQ and shall itemize the cost of bond(s) separately in the bid.
25. Bidder agrees to abide by all applicable state and federal statutes, including but not limited to non-discrimination, and regulations and University policies. The laws of the State of Tennessee, without regard to its choice of law principles, shall govern this RFQ.
26. Unless otherwise limited by the bidder, the University shall have sixty (60) days to accept a bid.
27. If the RFQ requests and bidder so indicates on the bid, the contract terms and pricing may be extended to other state entities.
28. An RFQ reference to a particular manufacturer, brand or make in does not restrict the bidder to that item, unless specifically stated in the RFQ. The University will consider comparable products of other manufacturers if bidder provides proof of compatibility.
29. Bidder must notify the Purchasing and Contracts Office in writing at least three business days prior to the bid submittal deadline whenever bidder perceives that specifications are not fair and open.
30. Bidder must 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. The University may reject a bid if bidder fails to provide this data.
31. The University is exempt from federal excise and state sales taxes on purchases of tangible personal property. Vendors making improvements or additions to, or performing repair work on real property for the University are responsible for payment of sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the University for use under the contract. Bidders are responsible for determining the applicability of taxes.
32. Prior to contract award, if required by law, successful bidder must register with or be exempted by the Tennessee Dept. of Revenue for the collection of Tennessee sales/use tax.
33. By submitting a bid, bidder attests that no conflict of interest exists that prevents bidder from doing business with the State of Tennessee.
34. Bidder may not require any other written terms or conditions, nor impose any other terms and conditions in subsequent documents, such as invoices, warranty agreements, license agreements, etc. Should a bidder propose terms which conflict with Tennessee law and policies, the University may render the bid non-responsive and reject it.
35. Bid protest procedures are available upon request.
36. By submitting a bid, bidder attests in writing that it will not knowingly utilize the services of illegal immigrants and/or the services of any subcontractor that does so in delivery of the goods/services to the University. If the bidder is discovered to have breached this attestation, the bidder shall be prohibited from supplying goods/services to any state entity for a period of one year from the date of discovery of the breach.
37. The requirements of TCA §12-12-101 et seq. addressing contracting with persons with investment activities in Iran shall be a material provision of this RFQ and any contract resulting from it. Bidder agrees, under penalty of perjury, that to the best of its knowledge that it is not on the list created pursuant to TCA § 12-12-106.
38. The University shall not:
 - i. reimburse a vendor for travel expenses in amounts exceeding the maximums contained in University travel policies;
 - ii. indemnify or hold harmless another entity;
 - iii. pay vendor's attorney fees in the event of legal action;
 - iv. consent to jurisdiction in courts outside Tennessee.
39. A vendor shall not:
 - i. disclaim or limit its liability for damages or warranty;
 - ii. limit the amount of damages recoverable by the University;
 - iii. limit the time permitted for the University to bring legal action;
 - iv. assess penalties or liquidated damages against the University.
40. Upon receipt of goods, the University shall have a reasonable period in which to inspect and accept or reject goods without liability. The University will reject items that are not equivalent and return them to the vendor, at vendor's expense
41. In case of vendor default, the University may procure the articles or services from other source(s) and hold the defaulting vendor responsible for any excess cost.
42. Should the original awarded vendor default, the University may award to the second lowest responsive, responsible bidder.
43. The University's PO – Standard Terms and Conditions shall apply to any purchase order or contract awarded as a result of this RFQ.
 44. If applicable to this RFQ, Tennessee Tech's [Data Privacy and Security Terms and Conditions](#) and/or [GDPR Data Protection Addendum](#) shall by reference be included as a condition of the RFQ.

Supplier Diversity Form

In order to comply with reporting requirements, Tennessee Tech requires suppliers to Provide the following information.



Please complete all information and sign as directed.

<p>1. Supplier Legal Entity Name (Name used for tax filing purposes):</p> <p>_____</p> <p>Supplier Legal Entity Name</p> <p>_____</p> <p>Supplier Contact Person</p> <p>_____</p> <p>Contact Email Address</p>	<p>4. Kind of Ownership (Check all that apply):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Government (GO) <input type="checkbox"/> Non-Profit (NO) <input type="checkbox"/> Majority (MJ) <input type="checkbox"/> Minority (MO)* <input type="checkbox"/> Woman (WO) <input type="checkbox"/> Small (SB) <input type="checkbox"/> State of TN Agency <input type="checkbox"/> Service-Disabled Veteran (SV)* <input type="checkbox"/> Certified Disabled (DB)* <p>*See reverse side of form for clarification of these categories.</p>
<p>2. Please provide Email Address or Fax Number where Purchase Orders should be sent:</p> <p>_____</p> <p>Email Address</p> <p>_____</p> <p>Fax Number</p>	<p>5. Minority / Ethnicity Code (Check One):</p> <ul style="list-style-type: none"> <input type="checkbox"/> African American (MA) <input type="checkbox"/> Native American (MN) <input type="checkbox"/> Hispanic American (MH) <input type="checkbox"/> Asian American (MS)
<p>3. Is Supplier foreign owned? (Foreign Supplier means a foreign controlled or registered company outside the United States and at the same time not having permanent place of operation inside the United States.)</p> <ul style="list-style-type: none"> <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, state country): <p>_____</p>	<p>6. Preferences for reporting purposes: (Note: If Supplier qualifies in multiple categories as small, woman-owned and/or minority, Supplier is to specify in which category is to be considered for reporting and classification purposes.) Check only one.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Small <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Minority-owned <input type="checkbox"/> Service-disabled veteran <input type="checkbox"/> Certified disabled
<p>Certification: I certify that all of the information as completed above is accurate and true. (Signature required below.)</p> <p>Signed: _____ Name Printed: _____</p> <p>Date: _____ Title: _____</p>	
<p>Governor's Office of Diversity Business Enterprise (GoDBE):</p> <p>The Governor's GoDBE office, registers, assesses, certifies, and refers diversity business enterprises that are "ready, willing, and able" to do business with the State. If you would like to become certified with the GoDBE Office see the information below.</p> <p>For more information visit: https://tn.diversitysoftware.com/</p> <p>Or Contact:</p> <p>Richard Van Norman, Diversity Business Liaison Governor's Office of Diversity Richard.VanNorman@tn.gov Office: 615-532-9013</p>	