Tennessee

REQUEST FOR QUOTATION (RFQ)

Department: Athletics Requisition No.:185920061

Deliver Completed Bid to:

Tennessee Tech University
Purchasing and Contracts Office
Derryberry Hall, Suite 301
P. O. Box 5144, 1 William L. Jones Dr.
Cookeville, TN 38505-0001

Ph: (931) 372-3491 / Fax: (931) 372-3727

Date: April 25, 2024

RFQ Coordinator: Tina Girdley

Phone: 931-372-6350 Email: tgirdley@tntech.edu

Bids must be received in the Purchasing and Contracts Office by **3:00 p.m. Central Time on May 14, 2024**. Bids may be mailed, faxed, or electronically submitted via email to the RFQ Coordinator (as noted above).

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

Special Bid Instructions:

- 1. Bid may be electronically signed and submitted.
- 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.

Scope/Purpose of Bid:

Tennessee Tech University request bids from qualified companies to provide a truck and driver to pull semi-trailer for football equipment to all away games for the 2024 season.

Contractor is to purchase and maintain physical damage insurance for a non-owned trailer that will cover the value of Tennessee Tech's semi-trailer and equipment in case of accident and Contractor shall furnish proof of insurance upon request.

All Bid Responses shall state that the offer is valid for a minimum of seven (7) days from date of opening. This assures that the Bidder's offer is valid for a period of time sufficient to make bid award. Bids that do not state will be presumed valid for seven (7) days from the date of opening.

Please bid the following trips:

Depart: Friday, August 30, 2024 - Cookeville, TN

Arrive: Friday, August 30, 2024 - Murfreesboro, TN

Return: Saturday, August 31, 2024 - Cookeville, TN

Total Cost:



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Trip 2: Georgia University - Athens, GA

Depart:	Friday, September 6, 2024 - Cookeville, TN
Arrive:	Friday, September 6, 2024 - Athens, GA
Return:	Saturday, September 7, 2024 - Cookeville, TN
Total Cost:	

Trip 3: Gardner-Webb University - Boiling Springs, NC

Depart:	Friday, September 27, 2024 - Cookeville, TN
Arrive:	Friday, September 27, 2024 – Boiling Springs, NC
Return:	Saturday, September 28, 2024 - Cookeville, TN
Total Cost	

Trip 4: Southeast Missouri State - Cape Girardeau, MO

Depart:	Friday, October 11, 2024 - Cookeville, TN
Arrive:	Friday, October 11, 2024 - Cape Girardeau, MO
Return:	Saturday, October 12, 2024 - Cookeville, TN
Total Cost:	

Trip 5: Western Illinois University - Macomb, IL

Depart:	Thursday, October 17, 2024 - Cookeville, TN
Arrive:	Thursday, October 17, 2024 - Macomb, IL
Return:	Saturday, October 19, 2024 - Cookeville, TN
Total Cost:	

Trip 6: Samford University - Homewood, AL

Depart:	Friday, November 8, 2024 - Cookeville, TN
Arrive:	Friday, November 8, 2024 - Homewood, AL
Return:	Saturday, November 9, 2024 - Cookeville, TN
Total Cost:	



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Trip 7: UT Martin - Martin, TN Depart: Friday, November 15, 2024 - Cookeville, TN Arrive: Friday, November 15, 2024 – Martin, TN Return: Saturday, November 16, 2024 - Cookeville, TN Total Cost: All Bids submitted are valid for seven (7) days from date of opening. Yes No Tennessee Tech reserves the right to award Contract based on LOW BID BY TRIP or LOW TOTAL BID. Does bidder agree to accept individual trips if awarded by low bid by trip? _____Yes _____No Requirements An itemized invoice referencing contract number is to be emailed to the TTU Business Office at apinvoice@tntech.edu, after each trip. Please bill no later than 30 days after completed trip. Maximum two (2) hour replacement time for breakdowns preferred for each trip. If different, specify: . If breakdown of truck occurs, Contractor shall be responsible for prompt replacement of truck in order to not interfere with schedule of trip. Contractor shall provide replacement without any additional cost to Tennessee Tech. If Contractor is unable to provide replacement within a reasonable time period, the University may secure necessary transportation and Contractor will be responsible for any additional cost above trip cost quoted. 3. Tennessee Tech to furnish lodging for driver. Truck driver and company as a whole must adhere to all DOT regulations regarding driving safety, safety regulations, etc. 5. Contractor certifies and guarantees the availability of driver and truck by signing this bid.

RFQ Communications

6.

Interested parties must direct all communication regarding this RFQ to the RFQ Coordinator named above, who is Tennessee Tech's only official point of contact for this RFQ. Unauthorized contact regarding this RFQ with employees or officials of Tennessee Tech other than the RFQ Coordinator named above may result in disqualification from this procurement process.

Tennessee Tech may, in its sole discretion, cancel a trip or contract without notice or penalty due to reasons

OTHER CONSIDERATIONS:

Conflict of Interest. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer, agent, employee, sub-contractor or consultant in connection with any work

including, but not limited to, health concerns, pandemic, or other similar condition.



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contemplated or performed relative to this request for quotations and any resulting contract and/or purchase order. If the Contractor is an individual, the Contractor warrants that within the past six (6) months he/she has not been and during the term of any resulting contract and/or purchase order will not become an employee of the State of Tennessee.

Non-Discrimination. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, American Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion creed, color, sex, age, disability, veteran status or national origin. Such demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

Liability. The Contractor, being an independent contractor and not an employee of Tennessee Tech, agrees to hold harmless the University from any and all liability not specifically provided for in this contract.

Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under any resulting contract and/or purchase order, or if the Contractor shall violate any of the terms of any resulting contract and/or purchase order, Tennessee Tech shall have the right to immediately terminate any resulting contract and/or purchase order and withhold payments in excess of fair compensation for work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages sustained by virtue of any breach of any resulting contract and/or purchase order by the Contractor.

Amendment. Any resulting contract and/or purchase order may only be modified by written amendment executed by all parties hereto.

Assignment. The Contractor shall not assign any resulting contract and/or purchase order or enter into sub- contracts for any of the work described herein without obtaining the prior written approval of Tennessee Tech. Approval shall not be given if the proposed sub-contractor was or is currently ineligible to bid on the resulting contract and/or purchase order.

Governing Law. This request for quotations and any resulting contract and/or purchase order shall be construed in accordance with the laws and Constitution of the State of Tennessee.

Terms and Conditions. The terms and conditions of this request for quotations and any resulting contract and/or purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase.

Any subsequent terms and conditions set forth by the vendor on invoices or in any other manner, shall not apply unless expressly agreed to in writing by Tennessee Tech.

NCAA Clause. Contractor agrees to comply with relevant National Collegiate Athletic Association ("NCAA") legislation, interpretations and policies, located on the NCAA website at http://www.ncaa.org/ and as amended from time to time, on the use of a student-athlete's name or likeness. This duty to comply includes, but is not limited to, the requirements found in the relevant NCAA Division Manual, such as NCAA Rule 12.5.2 "Use of Student Athlete Name or Likeness." Contractor further agrees that it will immediately report any actual or suspected violations of the NCAA legislation,



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interpretations, and/or policies to the Institution in the manner prescribed by this contract for communicating with the Institution. Contractor also acknowledges that this provision is a material term of this contract.

Debarment Certification. The Bidder certifies, by signature below and submission of this bid, that neither I nor my principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

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.

Illegal Immigrants. 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.

COMPLETE INFORMATION AND SIGN BID BELOW.

Bidding Entity's Name	Name of Contact Person (Printed)
Address	Phone/Fax
City, State, Zip	Email
Authorized Signature of Bidder	Date
Name & Title of Signatory (printed):	

Tennessee Tech University is an EEO/AA/Title IX/Section 504/ADA employer.