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## Special Bid Conditions

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Revision 004 February 22, 2006

## **SPECIAL BID CONDITIONS**

The University of Tennessee at Chattanooga

### **SBC SCOPE:**

(a) Official Names: The terms University, or Owner, or UTC, shall be interpreted to mean The University of Tennessee at Chattanooga. Any of these names may be used interchangeably and synonymously throughout these documents. The terms Successful Bidder, or Contractor, or Seller, or Vendor, shall be interpreted to mean the contracting party with whom the University has executed any resulting contract/award/order.

(b) Extent: The University proposes to purchase from the bidder, for the University's use, the requirements or products or materials or services set forth on the bid form in accordance with applicable bidding documents which are attached, referenced, and/or made a part hereof.

### **SBC-2 BID SUBMISSION:**

The envelope in which the bid is submitted, must be identified as follows: Bidder's name and address shall appear in the upper left-hand corner of envelope and a special label provided in the bid package shall be affixed to outside of the bid envelope.

**HAND DELIVER BIDS TO:** The University of Tennessee at Chattanooga  
Purchasing Department 202 Race Hall 612 Oak St. Chattanooga, TN 37403

**MAIL BIDS TO:** The University of Tennessee at Chattanooga Purchasing  
Department Dept 4104 615 McCallie Avenue Chattanooga, TN 37403 Sealed  
Bids must be received at UTC's Purchasing Department prior to bid closing time.  
Sealed bid openings shall be public, on the date and at the time specified on the  
bid form. It is the bidder's responsibility to assure that the written bid is delivered  
at the proper time and place of the bid opening. Bids which, for any reason, are  
not so delivered, will be rejected.

**EMERGENCY BID:** Upon occasion, the University may request emergency  
Requests for Quotations. Bidders are requested to call UTC's Purchasing  
Department (423 425-4461) and provide their verbal quotation(s) or fax their bid  
(423 425-5332) prior to and not later than the time stipulated on the proposal  
form. All verbal bids must be confirmed in writing on the University's Proposal  
Form and sent to the Purchasing Department immediately after submission of the  
bidder's verbal bid.

**SBC-3 BID COMPLIANCE:**

The bidder is cautioned that unless otherwise clearly stipulated in the bid, it will  
be assumed that the bidder's offer is in strict accordance with the University's  
specifications, and the bidder will be required to comply strictly therewith on any  
resulting order. Any deviations whatever must be fully itemized in detail on the  
bid form or in a letter accompanying the bid. Generalized statements to avoid  
complying with this requirement in full and in detail will not be acceptable to the  
University; such statements, if tendered, may be considered non-responsive to the  
University's Request for Quotations and subject to rejection.

**SBC-4 ACKNOWLEDGMENT OF ADDENDUM:**

In the event that an addendum or bulletin or a supplemental drawing(s) is issued,  
the bidder must acknowledge receipt of same in his bid.

**SBC-5 AWARD:**

The University reserves the right either: (1) to award all items on an "ALL OR  
NONE" basis or (2) to award each item "INDIVIDUALLY", or (3) to award all  
schedules on an "ALL OR NONE" basis, or (4) to award each schedule  
"INDIVIDUALLY", or (5) to combine schedules or family-type items, when such  
an award arrangement(s) is more advantageous to the University and/or if such  
award(s) acts in the best interest(s) of the University. Further, the University  
reserves the right to award any item or items to other than a low bidder in  
instances when the award(s) to the low bidder is not advantageous to the  
University, does not serve the University's best interest and/or if such an award is  
not deemed economically feasible for the University. The University shall be the  
sole judge in determining which offer best meets these conditions and its decision  
shall be final.

**SBC-6 ALL OR NONE PROVISION:**

It shall be the bidder's responsibility to state plainly on the proposal that the  
bidder's offer is based on receiving the entire order on an "ALL OR NONE" basis

if such is bidder's intent. If there is no indication to this effect, the University will presume there is none intended, and make awards in accordance with the University's award provision as stipulated in the AWARD section of these SBC's.

**SBC-7 CONFLICT OF CONDITIONS:**

In the event that there are any conflicts between the General Bid Conditions and the Special Bid Conditions, the Special Bid Conditions shall take precedence.

**SBC-8 EXAMINATION OF PREMISES: (If applicable)**

Each bidder shall be responsible for personally inspecting the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done in order to understand fully the facilities, difficulties and restrictions attending the execution of the work requirement(s). Each bidder shall thoroughly examine and be familiar with the specifications. The failure of any bidder to receive or examine any documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid.

**Site Examination:** The site may be examined by contacting the University's technical contact cited on the bid form. By submitting a bid, the bidder agrees and warrants that the bidder has examined the site and determined that the specifications are adequate to produce the desired result. No claims for any extra compensation will be allowed for any reason in the production of the result specified or shown because of inadequate or improper specifications. The Contractor shall furnish any and all extras and make any changes needed to produce the required result to the satisfaction of UTC.

**SBC-9 SUBSTITUTIONS/ALTERNATES:**

When offering substitutes, please so indicate. Give complete specifications and submit catalog information to identify completely the item you propose to furnish. Alternates will be considered, unless specifically disallowed by the University, provided they are completely described and identified by trade name, and are supported by catalogs, or descriptive literature.

**SBC-10 F.O.B. POINT:**

All prices quoted are to F.O.B. destination/delivered to The University of Tennessee at Chattanooga, Chattanooga, Tennessee (unless another F.O.B. point is stated by the University on the bid form). The successful bidder must assume all responsibility for damage in transit. If exceptions are taken, the bidder shall state in the space provided the applicable F.O.B. point(s), and shall list pertinent weights and any other particulars; otherwise, the University will presume all prices quoted to be F.O.B. destination (inside delivery or specified site). If it is determined that the University's personnel shall be required to complete a delivery from F.O.B. destination (campus or sidewalk delivery) to F.O.B. destination (inside delivery or specified site), same shall be considered by the University in its bid evaluations and findings. If a carrier fails to accomplish a quoted F.O.B. destination (inside delivery or specified site), the University reserves the right to implement whatever corrective action is necessary to accomplish the delivery, and shall bill the Vendor for such additional charges as might be incurred by the University in effecting the "inside" or "specified site" delivery. The University shall evaluate both of the F.O.B. destination offers and select that offer from

proposals received which represents its best interests. F.O.B. destination (campus or sidewalk delivery) offers will be adjusted and equated by UTC with F.O.B. destination (inside delivery or specified site) offers.

**SBC-11 GUARANTEE/WARRANTY:**

**(a) Applicable for Construction or Alteration Contracts:** Neither the final certificate of payment, nor any provision in the contract documents, which provides for partial use of the produced or fabricated or installed system/building by the University shall constitute an acceptance by the University thereof if same is not in accordance with the contract documents, nor shall same relieve the contractor of liability in respect to any express warranties of responsibility for faulty materials or workmanship. The contractor shall promptly remedy any defects without cost to the University which shall appear within a period of one (1) year from date of final completion and/or manufacturer's warranty whichever of these guarantees is the greater. The University will give notice of observed defects with reasonable promptness.

**(b) Applicable for Standard Requirements:** Each bidder is requested to attach to the quotation a detailed statement of warranty or guarantee. The statement must include the period of time involved as well as the specific details of the warranty. In the absence of such submission, the University shall presume that a minimum ninety (90) day warranty period, from the date ordered items are delivered, shall apply. No statement contained on forms offered by a bidder may constitute a waiver of the implied warranty of merchantability or fitness for a particular purpose or any other implied warranty, or remedy as may be provided by law.

**SBC-12 CONTRACT SERVICES INSURANCE REQUIREMENTS:**

**CERTIFICATE OF INSURANCE-** The successful bidder shall file with the Purchasing Department of The University of Tennessee at Chattanooga, prior to commencing work, an appropriate certificate of insurance, in duplicate, evidencing compliance with the insurance requirements cited below and/or as contained in the bid specifications. Each policy shall contain a requirement that, in the event of change or cancellation, twenty (20) days prior written notice must be sent by mail to the Purchasing Department of The University of Tennessee at Chattanooga, Chattanooga, Tennessee 37403. Each shall contain a provision waiving any right of subrogation against The University of Tennessee at Chattanooga which might arise by reason of any payment under the policies. Insurance must be equal to or greater than the state of Tennessee minimums.

**ADDITIONAL INSURED-** The certificate of insurance shall name the University of Tennessee as an additional insured under the required policies of liability insurance set forth in the insurance requirements of the specifications.

**INSURANCE REQUIREMENT-** The successful bidder who provides products and services must have the following insurance coverage:

A. Workers compensation and industrial diseases insurance in the statutory amounts, and employer's liability in the amount of \$500,000.

B. General liability insurance or comprehensive general liability insurance, including contractual liability, products/completed operation, and contractor's

broad form liability in an amount equal to \$1,000,000 combined single limits of liability.

C. Automobile liability insurance, including non-owned and hired automobiles, in an amount equal to \$500,000 combined single limits of liability. In the event the university is soliciting bids for chartered ground transportation services for vehicles with the capacity of 16 or more passengers, the university will require Automobile liability insurance, including non-owned and hired automobiles, in an amount equal to \$5,000,000 combined single limits of liability.

Insurance policies shall be written by insurers acceptable to the University of Tennessee. The certificate of insurance shall indicate whether the policies of insurance are written on a claims-made or on an occurrence basis.

**SBC-13 INTERPRETATION OF CONTRACT SPECIFICATIONS:**

No oral interpretation will be made to any bidder as to the meaning of the specification. Every request for such interpretation by bidder shall be made in writing and addressed and forwarded to the Purchasing Department, The University of Tennessee at Chattanooga. Every interpretation made to any bidder shall be in the form of an "addendum" to the Request for Quotations which will be sent as promptly as is practicable to all bidders to whom the Request for Quotations has been issued. Failure by the University to send or any bidder to receive such interpretation(s) shall not relieve any bidder from any obligations under the bid as submitted. The University will not be responsible for any other explanation or interpretation of specifications.

**SBC-14 LABOR:**

All labor shall be performed by mechanics skilled in their respective trades, and the work shall be performed in the best and most workman-like manner. The standard of the work throughout shall be first-class. The University reserves the right to request the successful bidder to remove from the University's work requirements such employee or employees whom the University deems unskilled, incompetent, careless, insubordinate, or otherwise unacceptable.

**SBC-15 LICENSE OR ROYALTY FEES:**

Any license and/or Royalty Fees for the use of a process which is authorized by the University must be reasonable and paid to the holder of patent, or the authorized licensee, directly by the University and not by or through the contractor. If the successful contractor uses any design, device or materials covered by letters, patent or copyright, the contractor shall provide for such use by suitable agreement with the University of such patented or copyrighted design, device, or material. It is mutually agreed and understood without exception that the contract price(s) shall include all royalties or costs arising from the use of such design, device, or material which in any way are involved in the work. The contractor and/or the contractor's sureties shall indemnify and save harmless the University from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, or materials or any trade mark(s) or copyright(s) in connection with work agreed to be performed under this contract, and the contractor shall indemnify the University for any cost, expense or damage

the University may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**SBC-16 MATERIALS:**

All materials/equipment/commodities to be furnished under any resulting order shall be new and unused unless otherwise specified. They shall be of the best quality obtainable of the various kinds. Any materials/equipment/commodities found to be defective, or not complying with the terms of the contract will be rejected by the University and necessary remedial action will be taken.

**SBC-17 MEASUREMENTS: ( If applicable)**

The successful Bidder/Contractor/Vendor shall be responsible for all measurements and shall be held responsible for ordering and supplying the correct sizes of equipment, commodities and related items to assure appropriate and adequate performance per the University's specifications/requirements.

**SBC-18 "OR EQUAL" CLAUSE: (Specifications and Standards)**

Unless otherwise stated, all of the items on this Request for Quotations are to be as specified or approved equal. When an item is named, it is intended to set the standard for such material or article. The burden of proof shall rest with the bidder to prove that any proposed substitute is equal to the material or article specified. The specification(s) referenced and listed in the RFQ represents the quality of the product the University finds acceptable; however, the use of this specification(s) by the University is not intended to infer, nor to represent that this specification(s) shall prevail in product evaluation nor that strict adherence to all parameters of this specification(s) shall be required of the bidder(s). The University will consider all offers since some of the referenced, or specified parameters may be deemed proprietary in nature or concept by the bidder. In areas where the referenced specification(s) is deemed restrictive or proprietary by the bidder(s) quoting competing products, the bidder shall so note and shall detail the manner and technique his product is able to conform to and/or meet the specific need of the specified item. Any materials, articles, or equipment produced by manufacturers other than that specified, or substitutions in makes or brands or trade names, which will perform the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the University, of equal substance and function. The bidder is cautioned that, unless otherwise stipulated in the bid, it will be assumed that the bid is in strict accordance with the specification(s), and bidder will be required to comply strictly therewith. Any deviation(s) whatever from the specification(s) must be fully set forth and itemized in detail in the bid or in a letter accompanying the bid. Generalized statements to avoid complying with this requirement in full detail will not be acceptable. The University shall be the sole judge in determining equivalence of product, and the University's decision shall be final.

**SBC-19 PAYMENTS AND INVOICING:**

Payment to the vendor will be processed upon submission to the University of properly certified invoices at the prices stipulated on the order less deductions, if any, after ordered items are delivered and accepted. All invoices shall bear the

purchase order number. Invoicing at variance with this provision will not be paid by the University until corrected.

**SBC-20 RESPONSIVE CLAUSE:**

The bidder's offer must be thorough, complete, and must provide the University all of the specific information sought to be considered in compliance with, in conformance with, and responsive to this Request for Quotations. If unable to meet this condition, bidder must explain or clarify in the bid, or in an accompanying letter of explanation the inability to do so. Full information is needed by the University to evaluate bids equitably. The compliance or non-compliance with this bid condition may have a bearing on and be a factor in the University's award or in the disposition of a non-conforming, non-responsive offer.

**SBC-21 PERMITS:**

The successful Bidder/Contractor/Vendor shall obtain and pay for any applicable permits, state, sales or federal excise taxes, or license costs required by the City of Chattanooga, Hamilton County, and/or those required by the state of Tennessee for performance of subject job, and the Contractor shall give all legal notices and pay all fees required for the work if applicable.

**SBC-22 PERSONNEL SUPERVISION:**

It shall be understood that the work required under this contract shall be under the supervision of a properly qualified representative of the successful Bidder/Contractor/Vendor.

**SBC-23 PREVIOUS EXPERIENCE:**

Each bidder shall submit with the bid, a statement of previous experience with work of the nature and magnitude of this project. This statement shall be explicit in detailing: (a) the extent of comparable jobs performed; (b) the names or location of at least three (3) comparable projects constructed in the last five (5) years; (c) the approximate cost of each; and (d) the applicable contacts (names) and telephone numbers at completed works/project areas for the University's use in its evaluation of bidder's ability and expertise in the realm specified

**SBC-24 PRICING OF BID:**

**(a) For Construction and Standard Requirements:** The bidder's unit price shall include all material, labor, equipment costs and all other related costs including taxes which may be required to accomplish the project as specified, and as detailed on any accompanying and/or referenced specifications and drawings.

**(b) For Framework (Term) Contracts:** Bidder shall quote only a unit price which corresponds to the package or container size shown in the description on the bid form. Firm prices are requested for the contract period. If the firm price period offered by the bidder is less than the contract period, the bidder shall state in the space provided on the bid form, the period for which prices would be firm. For the balance of the period, the bidder must establish a maximum percentage of price increase. The price resulting from such maximum percentage of increase will be used by the University for comparison and equating offers with other proposals received. If the bidder reserves the right to revise prices after the firm price period quoted, the bidder shall, in the event of an award, contact the University's Purchasing Department at least thirty (30) days prior to the effective

date of any changes in price and secure the University's permission before making shipments at the revised prices. If the requested price changes are not acceptable to the University's Purchasing Department, the successful Bidder/Contractor/Vendor shall have the right to cancel the balance of the order thirty (30) days after notification of the request for price adjustment (see escalation periods cited on bid form).

**SBC-25 PRINTING PROVISIONS: (Applies to printing requirements only)**

**(a) Expediting Costs:** If applicable to this requirement, specifics shall be detailed on bid form.

**(b) Liquidated Damages:** If applicable to this requirement, specifics shall be detailed on bid form.

**(c) Ownership:** Unless otherwise stated, all negatives, photos, reproductions, etc., remain or shall become the property of the University and shall be returned/released to the University upon request of the University.

**(d) Packaging and Labeling:** Successful printer shall pack ordered items in suitable shipping cartons weighing approximately 35 pounds each. Each carton shall be properly marked with contents, quantity, purchase order number, etc.

**(e) Performance:** Bidder may be requested to submit samples of recent printing of a similar nature to the requirements of the Request for Quotations as an indication of the quality of printing and/or binding that would be furnished under a resulting order. The bidder may be requested by the University to submit evidence to show that the bidder's facility is adequately equipped and manned, and that the bidder has the technical ability and the managerial expertise to produce the quality required by the University within the time required.

**(f) Printer Assistance:** The successful printer may be required to assist the University at no additional cost to the University in matters relating to lay-out, art work, consultation, and/or to other technical matters which might arise during the printing of the University's requirement.

**(g) Proofs:** Galley proofs, blue line proofs, or brown line proofs, may be required by UTC for this printing requirement. The supplier of this printing requirement shall be required to perform adequate and satisfactory checks of all proofs, and make obvious corrections prior to their submission to UTC for final approval.

**(h) Quantity (Tolerance) Variance:** Printer "over-runs" or "under-runs" shall not exceed the stated quantity by more than plus or minus (+ or -) three (3) percent (%).

**SBC-26 PROHIBITED INTERESTS:**

No official of the University who is authorized in such capacity and on behalf of the University to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any engineering, inspection or material supply contract or any sub-contract in connection thereto with the furnishing of the equipment and/or furnishings for the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the University who is authorized in such a capacity on behalf of the University to exercise any legislative, executive, supervisory, or other similar functions in connection with the fabrication of, or any part hereof, any contract, subcontract,

insurance contract, or any other contract pertaining thereto, shall become directly or indirectly interested personally in this contract or in any part hereof.

**SBC-27 PROTECTION OF WORK AND PROPERTY:**

The successful Contractor will be held responsible for any damage to the University's property caused by delivering and/or performing said work. If any damage is caused by the Contractor, the Contractor's workmen or their work, the property shall be restored to its original condition, or to the condition as shall be required by the University. Danger warnings and safety signs, where necessary, shall be erected and maintained by the Contractor at the contractor's expense.

**SBC-28 QUALIFICATION OF BIDDERS:**

The University may require of the successful Bidder: (a) sufficient information to establish financial responsibility, (b) a statement the bidder has adequate facilities and personnel, (c) any other information which may be requested by the University that is deemed necessary to establish the successful Bidder's ability to perform specified work.

**SBC-29 REJECTION OF DEFECTIVE WORK:**

Any defective work, which in the opinion of the University cannot be accepted, shall at once be removed and replaced at the successful Bidder's expense. Non-compliance by the successful Bidder with any requirement of the contract/order constitutes a right of the University to withhold payment in whole or part.

**SBC-30 FRAMEWORK (Term) CONTRACTS: (If applicable)**

**(a) Effective Term/Option for Additional Period** For the effective period see the bid form. The University reserves the option to extend any resulting order for additional periods (of one (1) year each) beyond the initial period, if mutually acceptable to both contracting parties.

**(b) Estimated Quantities:**Quantities shown are estimated yearly requirements; therefore, the University assumes no obligation to be bound to such estimated quantities. Any unused balance shall be automatically terminated at no cost to UTC at the expiration date of any resulting order.

**(c) Invoices/Statements:**The successful Bidder/Contractor/Vendor shall be required to submit invoice(s) in duplicate for each shipment delivered to the University. The invoice(s) must comply fully with the requirements of the University. In addition, a monthly statement which shall show the current status of the University's account may be required by the University's Using Department. Using Departments requiring statements will provide instructions to the successful Bidder

**(d) Pricing of Bid:** See SBC-24 (b).

**(e) Releases (Orders):**Releases against any resulting order shall be either or both on the basis of "as ordered out" and/or by scheduled route service deposits as shall be determined after award by the University's Using Department.

**(f) Right to Terminate:**In addition to any other rights of termination, the University reserves the right to terminate this contract upon thirty (30) days written notice if it deems the quality of the product and/or the service rendered unacceptable in meeting the University's requirements.

**(g) Samples:**Samples may be required of the apparent low bidder at no cost to

UTC. The bidder(s) shall cite ability or inability to comply, by denoting same in the space provided on the bid form.

**SBC-31 RESPONSE TIME:**

Bidder shall state, in the proposal, the estimated response time or delivery capability when such is requested in the University's Request for Quotations.

**SBC-32 SERVICING:**

When equipment is named, bidder shall be required to provide local servicing and/or to indicate servicing capabilities when applicable after warranty period.

Bid shall be specific as local servicing capabilities may be a basis for award.

**SBC-33 SUPERVISION OF INSTALLATION OF EQUIPMENT:**

It shall be understood that the delivery and installation of any named equipment at the University shall be under the supervision of a properly qualified representative of the successful Bidder.

**SBC-34 TECHNICAL CONTACT:**

All technical questions pertinent to this Request for Quotations shall be directed to UTC's technical contact for resolution/clarification. If no technical contact is named, questions shall be directed to the Purchasing Department for resolution/clarification.

**SBC-35 TRADE/QUANTITY DISCOUNTS:**

Trade or Quantity Discount(s), other than cash (time payment) discounts, must be shown on the face of the bid opposite the item to which it applies. Cash discounts shall be stated by bidder on the front page of the University's RFQ.

**SBC-36 TERMINATION FOR BREACH:**

In the event that any of the provision(s) of a resulting order is violated by the successful Bidder, the University may serve written notice upon the successful Bidder of the intention to terminate the order. The notice(s) shall contain the reason(s) for the intention to terminate. If within ten (10) days after the serving of the notice upon the successful Bidder, the violation(s) has not been corrected or a satisfactory arrangement for correction has not been made, the order shall cease and terminate.

**SBC-37 WORK AREA MODIFICATIONS AND RESTORATION TO ORIGINAL CONDITION:**

Any site or facilities modification required by the Contractor in the performance of any work assigned by UTC shall be brought to the attention of the University prior to the Contractor's implementing said modification(s). Such modification(s) shall be permitted upon UTC's approval. The University's property, site or equipment, must be restored to its original condition or to a condition that is acceptable to the University by the Contractor at the Contractor's expense. Any repairs to adjacent equipment at the work site area, as well, shall be performed by Contractor at Contractor's expense. Any necessary cutting, patching or painting shall be a part of these requirements. The best quality of material approved by UTC, shall be used in required repairs, and workmanship shall be performed in a first class, craftsman-like manner.

**SBC-38 WORK SCHEDULES (Delivery Requirements):**

Unless otherwise specified, the successful Bidder/Contractor/Vendor shall commence work within the number of days stated on the bid form after receipt of

written notice to proceed with the work. Work shall be performed Monday through Friday between the hours of 8:00 a.m. - 5:00 p.m., except for holidays unless otherwise specified or approved by the University. It is understood and agreed that in the performance of this contract, accomplishment of the work, in a sequence and at a rate which will reasonably assure completion within the specified or stated time, is of the utmost importance. Therefore, the successful contractor shall employ an ample force of properly experienced persons and shall provide a construction plant properly adapted to the work of sufficient capacity and efficiency, to accomplish the work in a safe and workmanlike manner within the time specified for completion. Should the contractor fail to maintain a rate of progress which, in the opinion of the University, will provide for completion within the specified time, the University may require: (a) that additional persons and/or "plant" be placed on the job, (b) hours of work be increased, or (c) such other steps be taken as deemed necessary by the University for the progress of the work to be brought up to schedule and so maintained. In any case, the entire cost of same shall be borne by the successful contractor and shall not be a basis for additional payment.

**ADDITIONAL SPECIAL BID CONDITIONS  
FOR CONSTRUCTION AND ALTERATION REQUIREMENTS**

**SBC-39 APPROVAL OF INSTALLER BY UTC:**

The University reserves the right to approve the successful bidder's installer. If the University does not feel the bidder's proposed installer is sufficiently qualified and experienced to perform the installation, the bidder shall have the option either (1) of submitting for UTC's consideration, other installers, if at the same price and delivery, who shall meet the University's approval, or (2) of withdrawing the bid from further consideration by UTC. The University's decision as to what firms/persons shall be acceptable installers shall be final.

**SBC-40 AWARD: (Supersedes SBC-5)**

It is the intent of the University either to award these requirements individually or on an "all or none" basis to the bidder(s) whose offer(s) represent(s) the University's best interests and /or that which is most advantageous to the University. The University shall be the sole judge in determining which bid(s) best meets the above criteria as deemed essential by the University. In making the award of this contract, UTC will take into consideration the following: (a) total cost of work, (b) estimated time of completion, (c) bidder's experience in the type of work detailed/specified, and (d) other criteria as deemed essential by the University. The bidder acknowledges the right of the University to reject any and all bids and to waive any informality or irregularity in any bid received. Except as provided herein, counter-proposals or qualified bids shall be subject to rejection at the discretion of the University. Bidder recognizes the right of the University to reject a bid if bidder fails (1) to furnish bid security, when required, (2) to submit the data required by the bidding documents, or (3) to complete the bid in any way so required or instructed by the University.

**SBC-41 CLEANING UP, FINAL EXAMINATION AND ACCEPTANCE:**

The successful contractor shall at all times keep the construction area free from any accumulation of waste material and rubbish; and prior to completion of work,

contractor shall remove any rubbish from the area caused by the installation including the removal of tools, material, equipment, etc. subject to the approval of an authorized representative of the University's Facilities Planning and Management Department. As soon as practicable after completion of the installation, an examination of same shall be made by an authorized representative of the University's Facilities Planning and Management Department. If the work is found to comply fully with the requirements of the order, the installation shall be accepted and payment processed upon receipt of contractor's invoice.

**SBC-42 CONTRACTOR'S LICENSING ACT:**

A State of Tennessee Contractor's license is required for all contracts \$25,000.00 and over in accordance with the Tennessee Contractors Licensing Act, TCA Sections 62-6-101, et seq.. The person or firm awarded the contract, if it exceeds \$25,000.00, will be required to have a license as provided by the Act. This same requirement is applicable to any electrical, mechanical or plumbing sub-contractors if the sub-contract exceeds \$25,000.00. Licenses can be obtained by making application to the State Board of Licensing Contractors as provided by the Act. The law shall be applicable for each project which is comprised of work activities that can be designated as construction/alteration or those that entail the installation of items, of whatever nature, which are to be "fixed to" or "attached to" existing facilities.

**SBC-43 DAMAGE AND PATCHING:**

The contractor shall be held responsible for damage to existing facilities/sites, or to completed new work, that may be caused by the contractor's work or workmen. Contractor shall properly repair damage or remove and replace damaged property as appropriate at the contractor's expense as required by the University. When sidewalks are damaged, the contractor shall be required to replace the entire area damaged. Repairs to sidewalks shall not be acceptable. Cracked sidewalks will be considered as damaged.

**SBC-44 ELECTRICITY AND WATER:**

The University will furnish at its expense, electricity and water required at the general vicinity of the jobsite. The successful contractor will be responsible for the cost of all temporary electrical lines and hoses/pipes which may be necessary to bring these services/utilities to the various areas of the jobsite.

**SBC-45 F.O.B. POINT: (Supersedes SBC-10)**

This requirement shall be quoted prepaid F.O.B. The University of Tennessee at Chattanooga, DELIVERED AND INSTALLED.

**SBC-46 HANDLING OF MATERIALS:**

The successful contractor shall be responsible for the storage, care and protection of the materials so that the materials shall be in perfect condition at the time of installation.

**SBC-47 PAYMENT & PERFORMANCE BOND:**

The successful contractor will be required to furnish a Payment and Performance Bond to the University of Tennessee at Chattanooga prior to commencement of work to guarantee that the payment and performance of the contracted construction will be properly secured. Unless stated otherwise in the Request for Quotation, the penal sum of the Payment and Performance Bond shall be equal to

the contract price, covering and including labor and materials, and other pertinent costs. The bond shall be executed on a University of Tennessee "PAYMENT AND PERFORMANCE" form (copy attached to the RFQ when applicable). Power of Attorney shall accompany bonds signed by an Attorney-In-Fact. The agent signing the bond shall be a resident of the state of Tennessee. The company writing the bond shall be licensed to transact business in the state of Tennessee. The premium of the bond shall be paid by the successful contractor and the date of it must not be prior to the date of instrument for which it was given/issued.

**SBC-48 PRESERVATION OF EXISTING VEGETATION:**

The successful contractor shall preserve and protect all existing vegetation such as trees, shrubs, flowers, and grass on the site, which do not interfere with the construction as determined by the University. The successful contractor will be liable for all unauthorized cutting or damaging of trees, shrubs, including damage due to careless operation of equipment or "tracking" of grass areas by heavy equipment. The successful contractor shall be required to replace or restore, at the contractor's expense, all vegetation destroyed or damaged during the execution of assigned work requirements.

**SBC-49 PREVAILING WAGE RATES: (Applicable for orders over \$50,000.00)**

All successful bidders/contractors will be required to pay not less than the prevailing rates of wages for on-site labor as determined by the Commissioner of Labor of the State of Tennessee as required by Chapter 368 of the Prevailing Wage Act of 1975. Tennessee Code annotated, of the General Assembly of the State of Tennessee. When the prevailing wage rates are applicable, a State of Tennessee Wage Determination decision shall be submitted by the University as an integral part of the bidding documents. Bidder's attention is also called to the fact that the successful bidder will be required to post, and keep posted in a conspicuous place at the site of the work, a copy of the prevailing rates of wages and working hours as prescribed. The successful bidder will also be required to submit to the Tennessee Department of Labor to the address shown on the wage determination a weekly certified copy of all pertinent payrolls. The contractor will be required to identify each payroll with the University purchase order number, the state's wage determination decision number, and the county in which the work was performed, so that they can be readily identified. The prevailing wage rates cited by the State of TN Department of Labor DO NOT include fringe benefits.

**SBC-50 STATE BUILDING COMMISSION APPROVAL:**

The State Building Commission of the State of Tennessee requires that each respondent to any University of Tennessee Request for Quotations, which requires State Building Commission approval, state whether or not such respondent, its employees, agents, independent contractors, and proposed contractors have been convicted of or have pled either guilty or "nolo-condendere" to any contract crime. If respondent's response is in the affirmative, the State Building Commission, having been so apprised by the University, will advise the respondent (bidder) of the State's policy regarding such bidders. Bidder shall complete the declaration/statement as required in the space provided in this Request for Quotations. Failure to do so will be cause for the bid to be considered non-responsive to the University's Request for Quotations