



AUSTIN PEAY STATE UNIVERSITY
 Purchasing Department
 681 Summer Street, Shasteen Building
 P.O. Box 4638
 Clarksville, Tennessee 37040
 Telephone (931) 221-7434
 Fax (931) 221-6300

REQUEST FOR QUOTATION

1. FILE NUMBER: 10-065
2. DUE DATE – BID OPENING AT: 3:30 PM Central, Tuesday, November 3, 2009
3. FOR THE PURCHASE OF: Lyrasis Interlibrary Loan Subscription
4. FOR DELIVERY TO: Austin Peay State University, Clarksville, Tennessee
5. I (We) propose to furnish the goods and/or services specified herein, at the price(s) quoted opposite each item listed in this Request for Quotation.
6. It is understood and agreed that this quotation shall constitute an offer to sell which when accepted in writing by Austin Peay State University’s Purchasing Department, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and APSU.
7. Institution is exempt from state, federal, and local taxes; do not include taxes in quotation. Quote F.O.B., Austin Peay, Clarksville, Tennessee. Minimum terms: Net 30 days. Prepayment not allowed.
8. **IMPORTANT:** This quotation must be manually signed by Seller’s person with proper signature authority. Failure to sign and submit **original signature** on this document will result in **REJECTION** of your quotation. **Quotation must be received in the Purchasing Department by the designated time or bid will be REJECTED. Faxed bids will NOT be accepted.**
9. These prices _____ will be extended _____ will not be extended to other state institutions of higher education. If accepted within _____ days of bid opening (above), the undersigned offers and agrees to honor this quotation.

(Name of Corporation, Firm or Person)	(Number of Days to Make Delivery)
(Mailing Address – PO Box or Street)	(Payment Terms/Cash or Time Discounts)
(City, State, ZIP Code)	(Telephone/Fax Numbers)
(Authorized Signature for the Bidder)	(Date Signed)
(Typed or Printed Name and Title of Person Signing)	(F.O.B. Point) Austin Peay State University, Clarksville, TN



QUOTATION CERTIFICATION FORM

THIS FORM MUST BE RETURNED WITH THE REQUEST FOR QUOTATION

I certify that this quotation is not made in connection with any other bidder submitting a quotation for the same commodity(s) and this quotation is in all other respects fair and without collusion, raid or conflict of interest.

I additionally certify, by signature below and submission of this quotation, that neither my principals nor I are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Concerning the certification above, if you are unable to certify to any of the statements in that certifications, an explanation must be attached to your quotation.

I further certify that I received, as part of this bid document, Austin Peay's Minimum Bid Terms and Conditions

Authorized Signature for Bidder	Printed or Typed Name
Title	

TYPE OF BUSINESS: (Check Only One)		ANNUAL SALES: (Check Only One)	
<input type="checkbox"/> Agriculture, Forestry or Fishing		<input type="checkbox"/> Less than \$499,999	
<input type="checkbox"/> Mining		<input type="checkbox"/> \$500,000 through \$999,999	
<input type="checkbox"/> Construction Services		<input type="checkbox"/> \$1,000,000 through \$1,499,999	
<input type="checkbox"/> Wholesale Trade		<input type="checkbox"/> \$1,500,000 or More	
<input type="checkbox"/> Retail Trade			
<input type="checkbox"/> Service Industry			
<input type="checkbox"/> Manufacturing			
BUSINESS OWNERSHIP: (Check Only One)		OWNERSHIP ETHNICITY (Check Only One)	
<input type="checkbox"/> Non-Minority	<input type="checkbox"/> Minority*	<input type="checkbox"/> African American	<input type="checkbox"/> Caucasian
<input type="checkbox"/> Government	<input type="checkbox"/> Woman	<input type="checkbox"/> Asian American	<input type="checkbox"/> Other
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Small	<input type="checkbox"/> Native American	
<input type="checkbox"/> Other		<input type="checkbox"/> Hispanic American	

*MINORITY OWNERSHIP CLARIFICATION: "Minority-owned business" means a business which is solely owned, or at least 51% of the assets or outstanding stock of which is owned, by an individual who personally manages and controls the daily operations of such business and who is impeded from normal entry into the economic mainstream because of: a) Past practices of discrimination based on race, religion ethnic background or sex;)b A disability defined as a physical impairment that, in the written opinion of a person's licensed physician, substantially limits one or more than five years, (as herein, "major life activities" means caring for oneself, and performing manual task – which includes writing, walking, seeing, hearing, speaking and breathing, (T.C.A. 4-26-102); or c) Past parities or racial discrimination against African Americans (T.C.A. 12-3.802).

**AUSTIN PEAY STATE UNIVERSITY
MINIMUM GENERAL BID CONDITIONS**

1. PREPARATION AND SUBMISSION OF BID.

- a. Failure to examine any drawings, specifications, or instructions will be at the bidder's risk.
- b. **BID SUBMITTAL / SIGNATURE:** Bid shall give the full name and business address of the bidder. If the bidder is a corporation, the name shall be stated as it is in the corporate charter. Bids must be signed in ink by the bidder's authorized agent. Unsigned bids will be rejected. Bids are to be sealed and the outside of the envelope is to reference the bid number. The person signing the bid must show his title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Bidder understands that by submitting a bid with an authorized signature, it shall constitute an offer to the institution. Bids must be typewritten or in ink; otherwise they may not be considered. Purchase orders will be issued to the firm name appearing on the bid.
- c. Bids are to be received in the location designated on the bid no later than the specified date and time. Late bids will NOT be opened or considered.
- d. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing bid.
- e. Discounts other than "Time" or "Cash" offered should be deducted from the unit price.
- f. **Specifications:** Reference to available specifications shall be sufficient to make the terms of the specifications binding on the bidder. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the bidder to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the bid. Bidders are required to notify the Institution's RFQ Coordinator whenever specifications/procedures are not perceived to be fair and open. All suggestions or objections shall be made in writing and received by the RFQ Coordinator at least three (3) working days prior to the bid opening. **The articles on which the bids are submitted must be equal or superior to that specified.** **Informative and Descriptive Literature:** The bidder must show brand or trade names of the articles bid, when applicable. It shall be the responsibility of the vendor, including vendors whose product is referenced; to 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. Failure to provide this data may be considered valid justification for rejection of bid.
- g. **Samples:** Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon vendor's request within ten (10) days of bid opening, be returned at the bidder's expense. Each sample must be labeled with the bidder's name, manufacturer's brand name and number, bid number and item reference.
- h. **Time of Performance:** The number of calendar days in which delivery is to be made after receipt of order shall be stated in the bid and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) of order.
- i. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the bid. Bid prices shall include delivery of all items F.O.B. destination.
- j. New materials and supplies must be delivered unless otherwise specifically stated in the bid.
- k. Alternate/multiple bids will not be considered unless specifically called for in the bid.
- l. **Bond requirements.** The institution reserves the right to require that the selected vendor post a performance and/or payment bond in such amount as deemed reasonable by the institution. Any bond requirement should be included in the bid, itemized separately.
- m. Only bids submitted on bid forms furnished by the Institution will be considered, except that the Institution reserves the right to consider telephone, faxed or electronically submitted bids for purchases totaling less than \$25,000 if received by the deadline and confirmed in writing within five (5) days on Institution forms.
- n. By signing this bid where indicated, the bidder agrees to strictly abide by all state and federal statutes and regulations. The bidder further certifies that this bid is made without collusion or fraud.
- o. **Failure to Bid/Error in Bid.** Failure to bid without advising the Institution that future invitations for bids are desirable may result in removal from Institution's bidders' list covering this category of items. In case of error in the extension of prices in the bid, the unit price will govern. Late bids will NOT be opened or considered. Bidders are cautioned to verify their bids before submission, as amendments received after the bid deadline will not be considered. No bid shall be altered, amended or withdrawn after opening. After bid opening, a bidder may withdraw a bid only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the bid would impose unconscionable hardship due to an error in the bid resulting in a quotation substantially below the other bids received. Bid withdrawals will be considered only upon written request of the bidder.

2. INSPECTION. All bids will be publicly opened and are subject to public inspection after the award. Bidders may be present at bid opening.

3. ACCEPTANCE AND AWARD. The Institution reserves the right to reject any and all bids and to waive any informality in bids and, unless otherwise specified by the bidder to accept any item in the bid. Action to reject all bids shall be taken for unreasonably high prices, errors in the bid documents, cessation of need, unavailability of funds, or any other reason approved by the Tennessee Board of Regents.

- a. Contracts and purchases will be made with the lowest, responsible, qualified bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Institution, cash discount offered and the delivery terms will be taken into consideration.
- b. The Institution reserves the right to order up to 10% more or less than the quantity listed in the bid.
- c. If a bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the Institution shall have sixty (60) days to accept.
- d. A written purchase order mailed or otherwise furnished, to the successful bidder within the time period specified in the bid results in a binding contract without further action by either party. The contract may not be assigned without written Institution consent.
- e. If the appropriate space is marked on the bid, other state institutions of higher education may purchase off the contract during the same period as the Institution.

4. DISCOUNT PERIOD. Time in connection with discount offered will be computed from the date of delivery at destination, or from the date correct invoices are received, whichever is later.

5. DEFAULT OF SELECTED VENDOR. In case of vendor default, the Institution may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost.

6. INSPECTION OF PURCHASES. Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. Institution shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires Institution to use nonconforming materials, an appropriate reduction in payment may be made.

7. TAXES. Institution is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to, or performing repair work on real property for Institution are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.

8. NONDISCRIMINATION. The Institution and bidder 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, the Americans with 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.

9. PROHIBITIONS/NO VENDOR CONTRACT FORM/TENNESSEE LAW/AUDIT. Acceptance of gifts from vendors is prohibited. TCA §12-3-106. Bidding by state employees is prohibited. TCA §12-4-103. The bidder warrants that no part of the total contract amount shall be paid directly or indirectly to any officer or employee of the State of Tennessee. The contract documents for purchase under this bid request shall consist of the successful bidder's bid and the Institution's purchase order. **Bidders may not require any other written contract terms or conditions, nor may any other terms and conditions be imposed by means of subsequent documents, such as invoices, warranty agreements, license agreements, etc. Should the bidder request exceptions to terms and conditions and/or those proposed by the bidder vary from the bid and TBR Policies and Guidelines, Institution may render the bid unresponsive and subject the bid to rejection. The contract shall be governed by Tennessee law.** For all awards other than for a firm, fixed price, vendor shall maintain books and records for a period of three (3) years from final payment, and these records shall be subject to audit by the State.

10. PURCHASING POLICIES/BID PROTESTS. This bid request and any award made hereunder are subject to the policies and guidelines of the Tennessee Board of Regents (www.tbr.state.tn.us) and Institution (available upon request). Bid protest procedures are available at:

http://www.tbr.state.tn.us/policies_guidelines/business_policies/4-02-10-00.htm

**AUSTIN PEAY STATE UNIVERSITY
RFQ 10-065
Lyrasis Interlibrary Loan Subscription**

The Institution intends to enter into a contract with an expected effective period beginning July 1, 2009 and ending June 30, 2010. The Institution reserves the right to renew the contract on an annual basis for up to four (4) additional one-year terms at its option. The Institution reserves the right to cancel the Contract if sufficient funding for its continuance is not appropriated by the General Assembly of the State of Tennessee. Expenditure contracts, other than real property contracts, may not have a contract term for a period in excess of sixty (60) months.

The *Pro Forma* Contract substantially represents the contract document that the Proposer selected by the Institution MUST agree to and sign. When submitting a bid, vendor should include a copy of any agreement or contract that the University would be required to sign.

All perspective vendors must list their best-fixed annual price below for the goods and services included in this Request for Quotation (RFQ).						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Lyrasis Interlibrary Loan Subscription, July 1, 2009 to June 30, 2010 (paid monthly)						

Any questions for this project must be submitted in writing at appurchasing@apsu.edu or by fax at 931-221-6300.

PRO FORMA CONTRACT

**AMENDMENT TO AGREEMENT
BETWEEN
AUSTIN PEAY STATE UNIVERSITY
AND**

This amendment, made this day of , 200 , by and between Austin Peay State University (University) and

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original Agreement the parties hereby agree as set forth below.

The following provisions are added to and fully incorporated into the agreement:

CIVIL RIGHTS CLAUSE

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, Americans with Disabilities Act of 1990, Executive Order 11,246 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, handicap, 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, disability or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, 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.

AUDIT CLAUSE

The Contractor/Vendor shall maintain documentation for all charges against the state under this contract. The books, records and documentation of the Contractor/Vendor insofar as they relate to work performed or money received under this contract, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the State Comptroller of the Treasury, or their duly appointed representatives, or a licensed independent public accountant.

INDEMNITY

The Contractor shall indemnify and hold harmless the University, the Tennessee Board of Regents and their officers, employees and agents, individually and collectively, from any and all liability (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death or damages or alleged damage to property), sustained or alleged to have been sustained as a result

of acts, omissions or negligence on the part of the Contractor, its employees, or any other person acting for or on its or their behalf, in connection with or to have arisen out of the performance of the Contract by the Contractor, its subcontractors and their agents, servants and employees. The Contractor shall defend any suit or action brought against them or any party, and shall pay all damages, judgments, costs, and expenses, including attorney's fees in connection with said demands and claims resulting therefrom. The University agrees to immediately notify Contractor of all losses or claims resulting therefrom. The University agrees to immediately notify Contractor of all losses or claims for which it will seek indemnity under this Agreement. The University agrees not to incur any cost or expense with respect to any such loss or claim without the approval of Contractor and further agrees to fully cooperate with Contractor and Contractor's authorized representatives in the investigation, defense and settlement of all such claims.

The parties further agree that the following shall be essential terms and conditions of this Agreement.

- The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of that state of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement.
- If the Contractor is an individual, the Contractor warrants that within the past six months he/she has not been and during the term of this contract will not be an employee of the State of Tennessee.

The parties further agree that Austin Peay State University, as an entity of the government of the state of Tennessee, is prohibited by Tennessee state law from entering into agreements that contain certain **UNACCEPTABLE PROVISIONS**. Therefore any provision in the original agreement between the parties that attempts to require Austin Peay State University to act contrary to Tennessee law is null, void and unenforceable.

The parties agree that any of the following provisions contained in the original agreement are null, void and unenforceable:

- Provisions requiring the University to pay taxes.
- Provisions requiring the University to pay travel expenses in excess of maximum limitations set for in TBR Policy 4:03:03:00.
- Provisions designating governing law other than the state of Tennessee.
- Provisions requiring the University to make deposits or payments before goods are received or services are performed, except that the University may pay for computer software or computer software/hardware maintenance and other similar maintenance services upon the signing of an agreement. (Such maintenance services are considered fully delivered upon execution of a contract)
- Provisions requiring the University to purchase or obtain liability, property or other insurances or a performance bond.
- Provisions requiring the University to insure, guarantee, indemnify or hold harmless.

- Provisions requiring the University to obtain or pay for outside labor of persons not employed by the University.
- Provisions requiring the University to consent to binding arbitration by a third party of claims arising out of or relating to the agreement.
- Provisions constituting a disclaimer of vendor's liability for incidental, exemplary, or consequential damages.
- Provisions constituting a disclaimer by vendor of express or implied warranties of merchantability and fitness for a particular purpose.
- Provisions constituting a Limitation on dollar amount of damages recoverable by state from vendor.
- Provisions that shift the risk of loss or title to the University before delivery and/or installation of products.
- Provisions granting the right of vendor to enter University's premises without notice to remove equipment or product upon alleged default by University.
- Provisions permitting an award of attorney's fees or cost to vendor in the event of legal action against University.
- Provisions constituting a consent to jurisdiction in courts outside of Tennessee
- Provisions requiring the University to pay late charges, finance charges or interest in excess of that provided under the Tennessee Prompt Pay Act.
- Provisions permitting the vendor to take a secured interest in personal property under the agreement.
- Provisions constituting a Limitation on the time in which the University may bring suit.
- Provisions requiring confidentiality and nondisclosure that violate the Tennessee Open Records Act.
- Provisions constituting an agreement to pay a penalty or liquidated damages.
- Provisions defining the term of an agreement as being automatic renewed; unless the agreement is cancelable for convenience upon a specified period of days notice by the university.

Subject to the modifications set forth in this amendment, the above-referenced original agreement between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

(Same signatures as original agreement)

CONTRACTOR/VENDOR:

Name: _____

Date: _____

By: _____
Signature

Federal ID or SS#: _____
(Enter your taxpayer identification number above. For individuals and sole proprietors, this is your social security number. For others, it is your employer identification number.)

AUSTIN PEAY STATE UNIVERSITY

By: _____

Date: _____

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.