THIS IS NOT AN ORDER

RFB Number: 4100027783
Coll. Number: RFQ 559
Date: 03/18/2016
Requisition No.: 10132635
Buyer/Phone: Purchasing Dept. / 662-915-7448
Bid due on: 04/14/2016

Please return the bid request to Procurement Services at the above address. Bids must be returned in the envelope provided, or addressed with the collective number and opening date displayed on the outside of envelope.

INSTRUCTIONS TO VENDOR

GENERAL SPECIFICATIONS
(1) Bids - All bids will be quoted F.O.B. University or Oxford, Mississippi. No bid will be considered unless F.O.B terms are as stated above. All prices are to be firm quotations. See "General Information to Bidder" included with bid packet.
(2) Terms - Bidder will state terms of sale. Our terms are 2% 10 days, net 45 days. These terms will apply unless otherwise specified.
(3) Delivery - Bidder will state in bid delivery that purchaser can expect on each item.

DETAILED SPECIFICATIONS
It is the intent of these specifications particularly where manufacturer's name and/or catalog number is used to select an item of comparable materials and/or design. It is not the intent to limit the bidding, however, all bidders are cautioned that the listed manufacturer's standards shall be a minimum. It is a requirement that all bidders who furnish quotations on products of manufacturer other than those listed shall furnish with their bid complete information together with full specifications of items they propose to furnish.
Request for Bid

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**Vendor Bid Information submitted by:**

- **Printed Name**: 
- **Signature**: 
- **Delivery Date ARO**: 

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<table>
<thead>
<tr>
<th>Item</th>
<th>Material/Description</th>
<th>Quantity</th>
<th>UM</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Design-Golf Practice Facility Renovation</td>
<td>1</td>
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### Item | Material/Description | Quantity | UM | Unit Price | Amount
--- | --- | --- | --- | --- | ---
practice (Herrington) building as funds allow. Interested firms may suggest other sub-consultants with a record of similar experience; however, the intended contract will be a single contract for complete design, construction documents, and construction administration between the University and the selected design firm. The design fee for the project shall be a "C" percentage fee as determined by the Mississippi Department of Finance & Administration Bureau of Building, Grounds, and Real Property Management.

  Submittal should include, in addition to the letter of interest, two copies of the following:
  1. A brochure illustrating appropriate, similar experience of the firm and subconsultants, if proposed;
  2. Completed SF 350 or an equivalent Government form;
  3. Appropriate support the material.

  Either the SF 330 currently in use by the Federal Government, or Form M54 and M55 as required by the State of Mississippi may be used for this submittal. Final applications, including the letters of interest, the two standard forms, and the brochures, must be received no later than the previously stated time and place. Firms selected for final interviews will be notified no later than April 22, 2016. Interviews will be held the week of May 16-20, 2016. The Athletic Foundation will then recommend appointment of the best qualified firm to the Board of Trustees of the State Institutions of Higher Learning.

  A meeting will be held for Professionals that would like to discuss the project prior to the submission date on March 31, 2016 at 1:30 p.m. (CST) at the Ole Miss Athletic Office Conference Room, 908

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**Material/Description**

- All-American Drive, University, MS. University parking permits are required for all attendees. Information about the permits and a link to purchase them are available at http://www.olemiss.edu/parking/visitors.html.

- Please direct questions to:
  Ole Miss Athletic Foundation
  P.O. Box 1519
  University, MS 38677
  c/o Joe Swingle - 662-915-7508 jswingle@olemiss.edu

- All documents should be submitted to:
  Rachel Bost
  Director of Procurement Services
  164 Jeanette Phillips Drive
  University, MS 38677

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**Total $**
University of Mississippi employees may not purchase directly or indirectly any items offered for sale by the University of Mississippi.

1. EXAMINATION OF SITE (IF NECESSARY)

Bidders should visit the site and shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the building, the character, and extent of existing work within the building, and any other work being performed thereon at the time of the submission of the bid. No allowance will be granted because of lack of knowledge of site conditions.

2. RECEIPT AND OPENING OF BIDS

(A) Bids will be opened publicly at the time and place stated in the invitation for bids. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.

(B) Telegraphic and facsimile will not be considered, but modifications by telegraph or facsimile of bids already submitted will be considered if received prior to the hour set for opening.

(C) Bids are to be submitted in duplicate unless otherwise specified on the forms furnished for the purpose or on exact copies thereof.

(D) Patent errors in bids or errors in bids supported by clear and convincing evidence may be corrected.

(E) Unless otherwise specified, bid shall be binding for minimum of 30 days.

(F) Bids may be modified or withdrawn by written or telegraphic notice received in Procurement Services prior to time set for bid opening.

(G) All bid prices must be typed or written in ink and any alterations to bid prices must be initialed. ALL BIDS MUST BE SIGNED IN INK.

(H) No bid shall be evaluated for any requirement or criteria that are not disclosed in the initiation for bids. “ALL OR NONE” bids will NOT be considered unless the specifications specifically allow for this provision.

(I) Bids submitted as an alternate will not be accepted unless an alternate bid is requested in the specifications.

(J) In case of an error on price extension, the unit price shall prevail. Unit prices and total prices MUST be shown. Failure to do so could cause rejection of bid.

(K) Bids that include an escalation clause shall be rejected unless otherwise specified in the bid specifications.

(L) The owner shall have the right to increase or decrease the number of any individual items, within reasonable limits, after the lowest and best bidder is determined.

(M) Warning is hereby given that strict adherence to the specifications will be required, and that the contractor will receive no compensation for loss in furnishing goods disapproved for not complying with the specifications.

(N) On construction bids, bid envelope must contain, on the outside of the envelope, the contractor’s current Certificate of Responsibility Number and the contractor’s Licensing Number unless a statement on the exterior says that the bid enclosed is less than or did not exceed $50,000.

(O) Tax on Construction - It is incumbent upon the bidder to be familiar with the laws of the state concerning tax on construction. Any and all taxes are due (State or Federal) will be the responsibility of the vendor.

3. DELIVERY OF BIDS

(A) All bids must be received at Procurement Services, 164 Jeanette Phillips Drive, University of Mississippi, University, MS 38677, unless otherwise specified, not later than time and date shown on bid invitation.

(B) Bids must be in a sealed envelope and marked with name, bid file number, and date of bid opening.

(C) If the University is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters, (the “Force Majeure Events”), which closure prevents the opening of bids by the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the University shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the University until the new date and time of the bid opening as set forth herein. The University shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the University as a result of a Force Majeure Event. Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the University prior to the new date and time of the bid opening.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

5. BIDDERS PRESENT

At the time fixed for the opening of the bids, their contents will be made public for the information of bidders and others properly interested who may be present in person or by representative.
6. AWARD OF CONTRACT
   (A) The contract will be awarded as soon as possible to the lowest and best responsible bidder, provided his bid is reasonable and it is in the best interest of the Owner to accept it.
   (B) Each bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the contract.
   (C) Unless otherwise specified, the University reserves the right to award by individual items, related items, or total, whichever it deems in its best interest.
7. ACCEPTANCE OF PROPOSAL
   Only the issuance of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.
8. REJECTION OF BIDS
   The Owner reserves the right to reject any and all bids when such rejection is in the interest of the Owner and to reject the bid of a bidder who is not in a position to perform the contract.
9. INTERPRETATIONS OF CONTRACT DOCUMENT
   If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, he may submit to the Director of Procurement Services of the University of Mississippi, a written request for an interpretation thereof. The person submitting the request for an interpretation thereof will be responsible for its prompt delivery. Any interpretation of the proposed document will be made only by an Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.
10. EQUAL OR APPROVE EQUAL
   (A) Where any article or thing is specified by proprietary name, trade name, and/or name of manufacturer, with or without the addition of such expressions as “Or Equal” or “Approved Equal”, it is to be understood that the article named or the equal thereof; and it is distinctly understood (1) that the Owner is to use his own judgment in determining from time to time whether or not any article or thing proposed to be substituted is the equal of any article or thing so specified; (2) that the decision of the Owner on all such questions shall be final; and (3) that in the event of any adverse decision by the Owner, no claim of any sort shall be made or allowed against the Owner.
   (B) Where a definite material is specified, it is not the intention to discriminate against an equal product made by another manufacturer. It is rather the intention to set a definite standard. Should the bidder intend to furnish another product as an equal to that specified, he must submit with his proposal for every item for which he intends to furnish another product from that given in the specifications, a complete specification showing name of manufacturer, sizes, quality of wood, finish, upholstering or other materials included and catalog number, if the manufacturer lists the product by a catalog or plate number in any of his published literature. After the bids are opened, all bidders, if requested, may be required to furnish complete samples of any or all items listed before an award is made.
   (C) A bound brochure should be submitted with the bid. Bidder will prepare this brochure showing pictures or cuts and complete manufacturer’s specifications on each item on which a bid is submitted. The cuts and specifications must be arranged in the identical order that the items appear on the bid form and must be identified by the item number shown in the bid form. Failure to submit this brochure will be considered sufficient grounds for rejecting the bid. It shall be the bidder’s responsibility to specifically point out any deviations from the base bid. Failure to comply with this procedure may be grounds to disqualify any bid.
   (D) Should any equal product, however, be accepted by the Owner and should this equal prove defective or otherwise unsatisfactory for the service for which it is intended within the guaranty period, the contractor shall replace the defective material with material on which the specifications require him to base his proposal, without cost to the Owner.
11. RECYCLED MATERIALS
   If any product listed on this bid is available from recovered (recycled) materials, vendors are requested to submit bids on recycled materials in addition to the brands mentioned or their equivalent as well as provide an estimated shipping date on both the recycled, specified or equivalent materials.
12. DELIVERY OF MERCHANDISE
   (A) All bids will be quoted FOB University. No bid will be considered unless FOB terms are as stated. The purchaser has no storage space available; therefore, bidders must deliver as requested.
   (B) Bidder will state estimated delivery time for each item in bid.
13. CASH TERMS
   University terms are 2%-10, Net 45 days. These terms shall prevail unless otherwise specified by the bidder.
14. PAYMENT
   Assuming there is no prompt payment discount provision; payment will be made within 30 days from receipt of products in satisfactory condition, and receipt of the invoice.
15. ADVANCE PAYMENT
   The University of Mississippi is prohibited by law from making advance payments to any vendor other than state and federal agencies unless it is subscription or membership.

THE UNIVERSITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES.

(Rev. 4/2014)