

TERMS AND CONDITIONS OF RFQ

1. The offer conveyed by this bid shall remain open for a period of thirty (30) days from the date of opening unless a longer period is specified.
2. Unless otherwise specified, any reference to brand names, trade names, model numbers or other descriptions peculiar to specific brand products is made to establish a required level of quality and functional capabilities. It is not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is provided with the bid. Substitute offers must include specifications, catalog pages, brochures or other data that will provide an adequate basis for determining the quality and functional capabilities of the product.
3. The State reserves the right to request samples, from any bidders, prior to bid award. Failure to provide these may be considered valid justification for rejection of bid.
4. The State reserves the right to:
 - A. Award bids received on the basis of individual items or groups of items;
 - B. Reject any or all bids or any part thereof;
 - C. Waive any informality in the bid;
 - D. Accept the bid that is in the best interest of the state;
 - E. Request that bidder furnish proof that he is the manufacturer or one of the manufacturer's authorized dealers or distributors and is capable of providing warranty services on all items delivered. When a manufacturer's certificate or evidence of authorized distributorship is required, it should be dated not older than ninety (90) days from the date of the bid closing.
5. Bidder makes this offer in accordance in accordance with the terms and conditions of the Georgia Vendor Manual, which is incorporated herein by reference and made a part of this bid and any resulting contract with the state or any agency thereof. In the event of conflict between the terms and conditions specified in this RFQ and those contained in the Georgia Vendor Manual, the RFQ shall govern.
6. The bidder offers and agrees to furnish and deliver any or all of the goods and services indicated herein, at the price set opposite each item. In the event of extension errors the unit price shall be used.
7. All items offered are to be new and in the original cartons unless used items are requested. Supplier warrants that the goods and merchantable as described herein.
8. Items are exempt from federal excise tax and Georgia sales and use tax.
9. Title shall pass to the state only upon actual receipt, inspection and acceptance of the items by the user agency.
10. The laws of the State of Georgia will govern all aspects of this agreement.
11. Neither the State nor any User Agency shall be bound to any terms and conditions included in any Vendor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions herein
12. Drug Free Workplace
 - A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of any contract resulting from this RFQ.
 - B. If Contractor is an entity other than an individual, it hereby certifies that: (1) A drug-free workplace will be provided for the Contractor's employees during the performance of any contract resulting from this RFQ, and (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As a part of the subcontracting agreement with (contractor's name, subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of O.C.G.A Section 50-24-3."
 - C. Contractor may be suspended, terminated, or debarred if it is determined that: (1) The Contractor has made false certification hereinabove; or (2) The Contractor has violated such certification by failure to carry out the requirements of O.C.G.A Section 50-24-3.
13. Reciprocal Preference Law
For the purposes of bid evaluation only, Vendors resident in the State of Georgia will be granted the same preference over Vendors resident in another State in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other State to Vendors resident therein over Vendors resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident vendor is one who maintains a place of business with at least one employee inside the State of Georgia. A post office box address will not satisfy this requirement
DEFINITION OF MINORITY BUSINESS ENTERPRISE (MBE). The business is either: a) owned by a member of a minority race or b) a partnership of which a majority of interest is owned by one or more members of a minority race or c) a public corporation of which a majority of the common stock is owned by one or more members of a minority race. A member of a minority race is defined as an individual who is a member of a race which comprises less than 50 percent of the total population of the State of Georgia. This request is made for statistical purposes.
14. Bidders interested in taking advantage of the Georgia income tax incentives provided for by the O.C.G.A 48-7-38, relative to the use of minority subcontractors in the performance of contracts awarded by the State of Georgia, should contact the small and minority business coordinator at either of the following:
State Small Business Center <http://www2.state.ga.us/departments/doas/osmb/index.html>
Valdosta State University, Purchasing Department, Small and Minority Business Coordinator, 1500 N. Patterson Street, Valdosta, GA 31698-0205
229-333-2161 fax 229-333-2159