

RFQ- STANDARD TERMS AND CONDITIONS

1. Bidder must carefully review the RFQ and any attachments, exhibits, addenda or amendments. Bidder's failure to examine any drawings, specifications, or instructions will be at bidder's risk.
2. Bidder shall take into consideration any and all amendments and/or addenda, and bids shall reflect any changes made to the RFQ by the University. In the event of extensive changes to an RFQ, the University may cancel the RFQ and reissue it using a revised RFQ.
3. The University considers any oral communication unofficial and non-binding with regard to the RFQ.
4. Bidder must submit bid according to specific instructions if any, contained in the RFQ, which supersede those contained in RFQ- Standard Terms and Conditions, if different.
5. Bidder's submittal of a bid constitutes an offer to the University.
6. Bid must contain the bidder's most favorable terms and pricing.
7. Upon the University's request, the individual signing a bid must furnish satisfactory proof authority to bind the bidder in a contract.
8. Bidder is responsible for costs to prepare, submit and/or present its bid, including samples if requested. Bidder may request samples be returned at bidder's expense. The University is not responsible for and may dispose of any samples not claimed within 10 calendar days following contract award. The University may retain any sample.
9. Unless otherwise instructed, bidder may deliver a bid electronically via facsimile or email.
10. The University will not consider a late bid for an award. A "late bid" is any bid that is not actually delivered to and received by the Purchasing and Contracts Office on or before the date and hour specified in the RFQ.
11. At the University's option, bidder may be bound by bid errors or omissions. Bidder may withdraw or amend bid before submission deadline. After bid submission deadline, the University will permit a bidder to withdraw a bid only where the enforcement of the bid would impose unconscionable hardship on the bidder. In case of error in price extension, the unit price will govern.
12. The University reserves the right, at its sole discretion, to reject any and all bids, to cancel the RFQ in its entirety, or to waive any bid formality, in accordance with applicable laws and regulations.
13. The University may reject a bid as a non-responsive counteroffer if it restricts the University's rights or does not comply with the University's terms and conditions.
14. The University may request bid clarification from bidders as needed.
15. The University shall reject a bid if it was not arrived at independently without collusion, consultation, communication or agreement with any other bidder as to any matter related to prices. Regardless of time of detection, the University shall consider any of the foregoing prohibited actions to be grounds for rejection of bid and/or purchase order cancellation.
16. The Purchasing and Contracts Office may conduct public bid openings, as appropriate. Public bid openings are for informational purposes only. No award will be made at the bid opening.
17. All materials submitted by a bidder are subject to public inspection according to Tennessee law. The University