

# TERMS AND CONDITIONS

1. This inquiry implies no obligation on the part of the College.
2. The College reserves the right to purchase such brands as it desires, irrespective of price.
3. The right is reserved, unless vendor countermands, to increase or decrease the quantity of any item and to order any or all of the items quoted for price.
4. Do not quote items you cannot supply.
5. Prices must be returned on our bid forms to be accepted.; Price each item separately. Unit price shall be shown and a total shall be entered for each item bid. In the event of an error in extension, the unit price shall govern.
6. Time of delivery is a part of the bid and must be adhered to. The right is reserved to cancel the order unless shipping date is maintained.
7. Prices quoted are firm for complete delivery of quantities specified.
8. The right is reserved to accept or reject any or all bids and to waive any informality or technicality in any bid in the interest of the College.
9. Wherever in these inquiry forms and specifications an article or material is defined by using a trade name and/or the name and catalog number of a manufacturer or vendor, the term "equivalent," even if not inserted therewith, shall be implied. It is to be understood that any reference to a particular manufacturer's product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. The term "equivalent" is defined as meaning any other make equal in material, workmanship and service, and efficient and economical in operation. An article meeting these conditions may be accepted. However, unless the bidder states otherwise, the College will assume that their bid meets the specifications, where specifications are provided, or is equal to the product specified when a brand name "or equivalent" is requested. If the bidder lists the trade name, brand name, model number or catalog number of the item on which they are bidding, the College will assume that this trade name, brand name, model number or catalog number meets specifications, unless the vendor clearly marks their bid "alternate" and states how it specifically deviates from the listed specifications, brand name, and/or model number. Alternate bids must be accompanied by full catalog or descriptive literature describing the alternate offering.
10. Failure to bid, or to advise the Purchasing Department that future invitations for bid are desired, may result in the removal of your name from the bidders list.
11. Bids must be signed. If hand delivered, they must be in a sealed envelope with the bid inquiry number written on the front of the envelope. If bidder's quotation form is used, the Terms and Conditions on the College's form also apply.
12. Only bids submitted before closing date and time will be accepted. Bids, modifications or corrections thereof, received after the closing time, will not be considered.
13. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, custom duty or for any other purpose will be paid by the College unless expressly included and itemized in the bid.
14. The College reserves the right to require a bid bond, supply contract, or a faithful performance bond from the vendor, in an amount not to exceed the amount of the contract; and will be required if any form of prepayment is requested by the vendor.
15. Only the College's Purchasing Department is authorized to place orders or commit the College for purchases or commitments directly with the vendors.
16. Unless the bidder specified otherwise in his bid, the College may accept any item or group of items or complete overall low bid. The College reserves the right to cancel its invitation for bids.
17. A written Purchase Order, mailed or otherwise furnished to the successful bidder, within a reasonable time for acceptance, results in a binding contract, without action by either party. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of Utah. The contract shall not be assignable by the vendor, in whole or in part, without the written consent of the College.
18. Samples of items, when required, must be furnished free of expense to the College, and if not destroyed by tests, may upon request, made at the time the sample is furnished, be returned at the bidder's expense.
19. Seller warrants that the merchandise will conform to the bid description and applicable specifications and shall be of good merchantable quality and fit for the known purpose for which it is sold. This guarantees warranty or service given by Seller to Purchaser.
20. Unless bidder indicates otherwise, the College assumes that no staff member of the College has sufficient financial or management interest in bidder's organization to cause a conflict of interest should bidder be awarded an order based on the inquiry.
21. Any order based on this inquiry may be extended by mutual agreement for such additional quantities and periods as agreed upon at the same or lower price.
22. Do not include State of Utah Sales or Use tax in your bid.