



## Bid Terms and Conditions

1. Bidders must submit pricing for all items requested. Unit prices will prevail.
2. Bidder must complete the bid package in its entirety and provide all information requested in the bid package.
3. Bidder must acknowledge any Addendums (if applicable) and include with bid package.
4. New Bidders will be required to provide a completed W-9 and Vendor Application prior to issuance of Purchase Order.
5. Bids are valid and may not be withdrawn until 60 days after the bid due date. Should there be reasons why the Bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder(s).
6. All services, goods, and/or equipment are FOB Destination.
7. Bidder hereby acknowledges that the services, goods, and/or equipment will be provided in strict accordance with the KUB bid specifications.
8. Failure to comply with any of the Bid Terms and Conditions may result in a bid rejection. KUB reserves the right to reject any or all bids at KUB's sole discretion.
9. Purchase Orders will only be issued to awarded Bidder that submitted bid. No Purchase Order will be issued to third party vendors.

**By signing below, Bidder acknowledges and accepts the above Bid Terms and Conditions and attached Terms of Purchase Order (Exhibit A).**

Date:

Signed:

Title:

Company:

MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) ☐ Yes ☐ No

Does your business qualify as a KUB-defined Small Business Enterprise (fifty or fewer employees and less than \$10 million in annual revenue)? ☐ Yes ☐ No

## EXHIBIT A

### Terms of Purchase Order

The Knoxville Utilities Board ("KUB"), a municipal utility created and existing pursuant to the Charter of the City of Knoxville, a municipality existing under the laws of the State of Tennessee; hereby orders the services, goods and/or equipment on the front of this purchase order ("P.O."), subject to and upon the express terms and conditions printed and written on the front and reverse hereof. All invoices, labels, shipping documents and correspondence must contain the purchase order number printed on the form hereof.

1. Acceptance-Vendor(s) acceptance of this order is expressly to the terms and conditions contained herein and the Bid Terms and Conditions, if applicable, and acceptance with any additional conditions or modifications to this P.O. will be deemed a rejection of this order. If no notification is received by KUB within 15 days after vendor's receipt of the P.O. or if shipment of any good and/or equipment of any part is made, then it shall constitute an acceptance by the vendor(s) of the terms and conditions of this P.O.
2. Performance-Performance of this P.O. must be in accordance with its terms, dating, and conditions. No variation or modification of this P.O. is binding upon KUB unless such variation or modification is agreed to in writing by an authorized representative of the Procurement Department of KUB.
3. Delivery-Time of delivery at KUB's designated receiving facility is of the essence with respect to this P.O. If goods, equipment, or services delivery fail in any respect to conform to the terms of this P.O. or are otherwise non-conforming, KUB may in its sole discretion (1) reject the whole or (2) accept the whole or (3) accept any part and reject the balance or (4) cancel the order and order the equipment, goods, and/or services from another source and recover from the seller any additional costs incurred in ordering from another source and any other remedies under the Uniform Commercial Code codified at T.C.A. §§47-2-101 et. seq.
4. Price-Unless otherwise stated in this P.O., the price for the goods, equipment, and/or services covered hereby shall be the price quoted or contract price to KUB, which shall include and account for all Federal, State, and local fees, duties, tariffs, and taxes that are applicable at the time of contracting or that may become applicable at any time thereafter. The price quoted or contract price to KUB is a fixed price that is not subject to change by reason of increased or newly imposed Federal, State, and local fees, duties, tariffs, and taxes that have not been included and accounted for in Vendor's bid price and become applicable after the time of contracting. Any allowable discount for prompt payment is to be calculated from the date the invoice is received in proper form or from the date the goods or equipment is received whichever date is later. Payment of invoices for major equipment, which is ordinarily tested or inspected for conformity to specifications before being put into service, will be held until certain testing or verification is completed, but not in excess of sixty (60) days from receipt of equipment, unless equipment is found to be defective or non-conforming.
5. Payment – Payment terms will be NET 30 DAYS from the date of approval by KUB of Vendor(s) invoice.
6. Count-KUB's count of goods and materials shall be accepted as conclusive on all shipments. Charges for extras including but not limited to packing, loading, drayage, dunnage, or cartage shall not be accepted unless specifically stated on this P.O. No charges will be accepted for packaging, boxes, drums, barrels, reels, cores, etc.
7. Amendments-No agreement or understanding with respect to the amendment or modification of this P.O. shall be binding upon KUB unless approved in writing by an authorized representative of the Procurement Department of KUB. Each transaction between KUB and vendor is separate and distinct. No waiver of any breach of any terms or condition of this P.O. shall be construed as a waiver of any subsequent breach of that term or condition of the same or different nature of this or any other P.O. or contract of KUB related to the goods, equipment, and/or services ordered under this P.O.
8. Compliance-By accepting this P.O. Vendor represents, warrants, and guarantees that all applicable provisions of federal, state, and local laws, ordinances, codes, rules, and regulations which are applicable to the manufacture and/or sale of the goods, services, and/or equipment have been complied with by the Vendor. Vendor agrees to indemnify, hold harmless and defend KUB, its commissioners, officers, managers, employees and agents from and against all demands, claims, liabilities, losses, damages, fines and the costs and expenses incident thereto, including reasonable attorney's fees, made against KUB, or which KUB may become responsible for, as a result of death or bodily injury to any person, damage or destruction to property, the violation of any law, regulation, or order or any other claims of loss or damage against KUB, by any third party, arising out of, resulting from, or related to the obligations of Vendor under this Purchase Order, Vendor's breach of any term or provision of this Purchase Order or because of any negligent or willful act or omission of Vendor, its employees, agents or subcontractors. This agreement to indemnify, hold harmless and defend KUB shall include claims related to KUB's own negligence, except that it shall not apply to losses and/or liabilities arising from the sole negligence of KUB. KUB and Vendor agree that this provision of indemnity does not in any way constitute a waiver by KUB of its protections under the Governmental Tort Liability Act as codified in T.C.A. §§29-20-101 et. seq.
9. Nondiscrimination-KUB is an equal opportunity employer and as such requires that its vendors not discriminate on the basis of race, color, sex, religion, or ethnic origin. Acceptance of this P.O. constitutes vendor's acknowledgement of this provision. KUB encourages the use of small-business, minority, and women-owned business enterprises.
10. Choice of Law-This order and any subsequent contract related to this P.O. shall be governed by and construed with the laws of the State of Tennessee.
11. Force Majeure-Upon any discontinuance or substantial interference with KUB's business by reason of fire, flood, earthquake, and other acts of God, embargo, civil disturbance, acts of terrorism, governmental regulation, including, but not limited to, government-imposed fees, duties, tariffs, and taxes, or causes beyond KUB's control, KUB shall have the option of canceling any unfilled portion of this P.O. upon reasonable notice to vendor.
12. Default – KUB may by written notice of default to Vendor cancel the whole or part of this P.O. or exercise any other remedy provided to KUB by law or in equity including any remedy under the Uniform Commercial code as codified at T.C.A. §§47-1-101 et. seq. in any of the following circumstances 1) Vendor fails to make delivery of the goods within the time specified, 2) Vendor is in breach of any of the terms or conditions of the P.O. or 3) Vendor becomes insolvent or makes assignment for the benefit of creditors, or if there shall be instituted by or against Vendor any proceedings under any bankruptcy, reorganization, arrangement, readjustment or debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of vendor's property.
13. Title VI – The Vendor, Supplier, or Contractor agrees that it will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by KUB to the effect that no person shall, on the grounds of race, color, or national origin, be excluded from participating in, or denied the benefits of, or be subject to discrimination under any program or activities for which KUB received Federal Financial Assistance. The Vendor, Supplier, or Contractor agrees to compile appropriate data, maintain records, and submit reports as required to permit effective enforcement of Title VI. If there are any violations of this assurance, KUB shall have the right to recommend corrective actions or to seek administrative enforcement of this assurance, up to and including termination of federal contracts involving the receipt of financial assistance.
14. Each of the parties to this Agreement hereby certifies to the other party or parties that, pursuant to Tennessee Code Annotated Section 12-4-119, such party is not currently and will not for the duration of this Agreement engage in a boycott of Israel. For purposes of this section, all definitions, terms, and meanings in Tennessee Code Annotated Section 12-4-119 shall be incorporated herein by reference to give full force and effect to the intent of the statute.