

## **ATTACHMENT A**

### **RFP TERMS AND CONDITIONS**

1. Driscoll will be the sole judge of the qualifications of all prospective candidates and reserves the right to reject any or all submittals without recourse. Driscoll reserves the right to accept or reject any or all proposals, in whole or in part for any reason and to select more than one Respondent.
2. Respondents shall bear all costs associated with preparing and submitting responses to this RFP and the subsequent evaluation phase. Driscoll will, in no way, be responsible for these costs, regardless of the conduct or outcome of the prequalification process.
3. All documents and supplemental material provided by the Respondent in response to this RFP shall become and remain property of Driscoll for use in evaluation of potential contract award (s).
4. Driscoll reserves the right to amend, withdraw or cancel the RFP at any time without a contract being awarded and without any cost or obligation. In the event an agreement cannot be reached with a selected Respondent that receives the preliminary award, Driscoll reserves the right to select an alternative respondent.
5. The Respondent(s) selected through this RFP process will be expected to execute a formal binding contract with Driscoll for the provision of the requested products and services. The agreement shall be written and approved by Driscoll during the contract negotiations. Driscoll may require Respondent to utilize a contract form or template approved by Driscoll and reserves the right to reject any Respondent, and void any award, if Respondent will not utilize Driscoll's contract template.
6. Unless specified otherwise by Driscoll, all proposals shall be considered firm and open to acceptance or rejection for a minimum period of one hundred twenty (120) days from the due date of the proposal. Driscoll will exercise all reasonable due diligence to expedite the proposal evaluation and contract negotiation.
7. Conflict of Interest and Fair Dealing. By submitting a proposal, the Respondent represents and warrants that:
  - a. To the best of the Respondent's knowledge, no family relationship exists between the Respondent or any employee of the Respondent involved with the preparation of the proposal, and an employee of Driscoll involved in the evaluation of, or the administration of, this RFP or the ensuing contract(s);

- b. It has not colluded with other Respondents or employees of Driscoll in the preparation of its proposal;
- c. It has not engaged in any uncompetitive behavior or other practice which has denied or may deny legitimate business opportunities to other respondents;
- d. It has observed and will observe all relevant statutory and other legal requirements; it has not sought and will not seek to influence contract decisions outside the proposal process;
- e. It has not accepted or provided and will not accept or provide secret or corrupt commissions; and
- f. It will not submit an inflated bid price to advantage another respondent.

8. Driscoll will distribute answers to all clarifying questions received before the due date listed above to all active respondents. Driscoll will not identify the source of inquiry.

Understood and Agreed to:

By: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_