

- c. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee will provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Offeror is excluded or disqualified, or presently falls under any of the prohibitions of sections a-d.

General Terms and Conditions

1. All materials furnished must be of the exact quality specified or the best of their respective kinds, and will be subject to our inspection, count and approval. If rejected, the Vendor shall be notified and be given the reason for the rejection. All rejected deliveries shall be held at the Vendor's risk and he/she shall bear the expenses of removal.
2. INVOICES AND PACKAGES MUST BEAR PURCHASE ORDER NUMBER.
3. The right is reserved to purchase in the open market and to charge the difference to the Vendor, together with any incidental or consequential damages, in the event that deliveries are not made at the time specified in the bid on this order.
 4. Orders not shipped on date specified by us may be cancelled without obligation on our part.
 5. Except where authorized in advance, no crating, boring, or packaging charges will be allowed.
 6. All materials shall comply with regulations of all state and federal laws, and seller in accepting this order agrees to defend and save harmless purchasers from any loss or expense by reason of actual or alleged infringement of any patent.
 7. Purchaser reserves the right to suspend shipment in the event of strikes, differences with workmen, accidents or other contingencies beyond our control.
 8. Acceptance of this order includes acceptance of all terms, prices, delivery, instructions, specifications, and terms and conditions.
 9. No charges in or cancellations of this purchase order shall be recognized by the vendor unless authorized by special form issued by the Purchasing Agent.
 10. Each shipment and/or each purchase order shall be covered by separate invoice.
 11. These agreements shall be governed by the laws of the State of Tennessee and any litigation arising from its performance shall be instituted in a court of competent jurisdiction in Davidson County, Tennessee.