

UAM STANDARD TERMS AND CONDITIONS

1. GENERAL: Any special terms and conditions included in the Invitation for Bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.

2. ACCEPTANCE AND REJECTION: The University of Arkansas at Monticello reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities and to award the bid to best serve the interest of the state.

3. BID SUBMISSION: Bids must be submitted to the University of Arkansas at Monticello on this form with attachments, when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. Each bid should be placed in a separate envelope completely and properly identified. The bid must be typed or printed in ink. Late bids will not be considered under any circumstances.

SIGNATURE: Failure to sign the bid will disqualify it. The person signing the bid should show title or authority to bind his firm in a contract. **The signature must be in ink.**

4. NO BID: If not submitting a bid, the bidder should respond by returning the front page of this form, marking it "NO BID" and explaining the reason on the bid. The bidder may be removed from the bidders list by failure to respond three times in succession.

5. PRICES: Quote FOB destination. Bid the unit price. In the case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Invitation for Bid. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are **not acceptable** unless requested in the Invitation for Bid.

6. QUANTITIES: The quantities stated in term contracts are estimates only, and are **not guaranteed**. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.

7. BRAND NAME REFERENCES: Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to, and meets the standards of, the item specified and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid, he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

8. GUARANTY: All items bid shall be newly-manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The bidders obligation under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

9. SAMPLES: Samples, or demonstrators, when requested, must be furnished free of expense to the University of Arkansas at Monticello. If samples are not destroyed during reasonable examination they will be returned to the bidder, if requested, within ten days following the opening of bids, at the bidder's expense. All demonstrators will be returned after a reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.

10. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

11. AMENDMENTS: The bid cannot be altered or amended after the bid opening, except as permitted by regulation.

12. TAXES AND TRADE DISCOUNTS: Do not include state sales tax. However, other local, county or municipal sales or use tax should be included in the bid. Trade discounts should be deducted from the unit price and the net price should be shown on the bid.

13. AWARD: Term Contracts: A Contract Award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment against a term contract is authorized by the receipt of a Purchase Order from the ordering agency.

Firm Contracts: A written Purchase Order mailed, or otherwise furnished to the successful bidder within the time of acceptance specified in the Invitation for Bid, results in a binding contract without further action by either party.

14. LENGTH OF CONTRACT: The Invitation for Bid will show the period of time the term contract will be in effect.

15. DELIVERY ON FIRM CONTRACTS: The Invitation for Bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The University of Arkansas at Monticello has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

16. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the University of Arkansas at Monticello. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

17. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

18. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the University of Arkansas at Monticello to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the University of Arkansas at Monticello of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

19. VARIATION IN QUANTITY: The University of Arkansas at Monticello assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

20. INVOICING: The contractor shall be paid **upon the completion of all** of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the Invitation for Bid, (2) delivery and acceptance of the commodities, and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to "Invoice To" point shown on the purchase order.

21. STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.

22. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the state harmless from all claims, damages and costs, including attorneys' fees, arising from infringement of patents or copyrights.

23. ASSIGNMENTS: Any contract entered into pursuant to this Invitation for Bid is not assignable nor the duties thereunder delegable by either without the written consent of the other party of the contract.

24. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

25. LACK OF FUNDS: The University of Arkansas at Monticello may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the University of Arkansas at Monticello. If the University of Arkansas at Monticello is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

26. DISCRIMINATION: In order to comply with the provisions of Act 954 of 1977, relating to unfair employment practices, the bidder agrees as follows: (a)the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b)in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c)the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with statute; (d)failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e)the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

27. CONTINGENT FEE: The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

28. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this Invitation for Bid, the bidder named on the front of this Invitation for Bid, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells, and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this state pursuant to this contract.

29. ETHICAL STANDARDS: It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

30. MINORITY PARTICIPATION: Minority- participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Bidders unable to include minority-owned businesses as subcontractors "may explain the circumstances preventing minority inclusion".

31. Arkansas Technology Access Clause. The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to ASU-B that the technology provided to ASU-B for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assisting devices or services which would constitute reasonable accommodation under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

32. Contract Awarding and Signing. Contract awarding and signing will be contingent upon the University of Arkansas at Monticello receiving information from approving authorities, if necessary

