

## Standard Terms & Conditions

1. General. Any Special Terms and Conditions included in the Request for Proposals (RFP) override these Standard Terms and Conditions. The standard Terms and Conditions and any Special Terms and become part of the contract entered into if any or all parts of the proposal(s) are accepted by University of Arkansas Community College.
2. Acceptances and rejection. UACCB reserves the right to accept or reject all or any part of a proposal(s) or any and all proposals, to waive minor technicalities, and to award the proposal to best serve the interest of the University and the State of Arkansas. This RFP does no in any way commit UACCB to contract for the commodities/services listed herein.
3. Proposal Submission. Proposals must be submitted to the UACCB Procurement Office on this form with attachments, when appropriate, on or before the date and time specified for the proposal opening. Each proposal submitted must be properly identified with a minimum of Proposal Number, Time and Date of Opening. The proposal should be typed or printed in ink. Late proposals will not be considered under any circumstances and will be returned to submitter, unopened.
4. Signature. Failure to sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his firm in a contract. Signature means a manual or an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record which is (a) unique to a person using it; (b) capable of verification; (c) under the sole control of the person using it; (d) linked to data in a manner that if the data re changed, the electronic signature is invalidated.
5. No Proposal. If not submitting a proposal, the interested party should respond by returning the front page of this form, making it a "No Response", and explaining the reason. Individual firms may be removed from the University's Vendor List by failure to respond three times in succession.
6. Prices. Bid pricing on the unit price to include FOB destination to UACCB. In case of errors in extension, unit prices shall govern. Prices are firm, not subject to escalation unless otherwise specified in the RFP invitation opening date. "Discount from list" proposals are not acceptable unless requested in the RFP. Time or Cash discounts will not be considered. Quantity discounts should be included in the priced offered.
7. Quantities. The quantities stated on "firm" contracts are actual requirements on the University. The quantities sate in "term" contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of mesure specified. UACCB may order more or less than the estimated quantity on any "term" contract.
8. Brand Name References. Unless specified "No Substitutes", any catalog brand name or manufacturer's reference used in the RFP is descriptive only, not restrictive and used to indicate the type and quality desired. Unless otherwise specified herein, bids on brands of like nature and quality will be considered. If proposing on other than referenced specifications, the proposal 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. UACCB reserves the right to determine whether a substitute offered is equivalent to and meets 2

the standards of the item specified, and UACCB may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this RFP invitation. If the bidder takes no exception to specifications or reference date in this bid, he will be required to furnish the product according to brand names, numbers, etc. as specified in this invitation.

9. 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 hereunder 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 if the items furnished hereunder are to be installed by the bidder, such items will function properly with installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

10. Samples. Samples or demonstrators, when requested must be furnished free of expense to UACCB. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of proposals. All demonstrators will be returned after reasonable examination. Samples should show vendor's name, address, proposal and item number.

11. Testing Procedures for Specifications Compliance. Tests may be performed on samples or demonstrators submitted with the bid or samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

12. Amendments. The proposal cannot be altered or amended after the proposal opening except as permitted by regulation.

13. Taxes and Trade Discounts. Do not include state or local sales taxes in the bid price unless specifically requested in the RFP. Trade discounts should be deducted from the unit price and net price should be shown in the bid.

14. Award. Any contract, as the results of the RFP, shall be awarded with reasonable promptness by written notice to the successful vendor whose proposal meets the requirements and criteria set forth in the RFP. UACCB reserves the right to award item(s) listed in this RFP "all or none", "individually" by "groups" or by any other method as deemed in the best interest of the University, as deemed by the UACCB Procurement Official. In the event all proposals exceed available funds, as certified by the appropriate fiscal officer, the Agency Procurement Official is authorized in situations where time or economic considerations preclude re-solicitation of work of a reduced scope to negotiate any adjustment of the submitted pricing, including changes in the RFP requirements, with a vendor, in order to bring the proposal within the amount of available funds.

15. Term of Contract. The RFP will show the period of time the term contract will be in effect. 3

16. Delivery on Contracts. The RFP will show the number of days to place a commodity, equipment and/or service in UACCB's designated location under normal conditions. If the Contractor cannot meet the state delivery, alternate delivery schedules may become a factor in an award. The UACCB Procurement Office has the right to extend delivery if reasons appear valid. If the Contractor cannot meet the delivery date, the University reserves the right to procure the item(s) elsewhere and any additional cost will be borne by the Contractor.

17. Delivery Requirements. No substitutions or cancellations are permitted without written approval of UACCB. Delivery shall be made during work hours only, 8:00 am to 4:45 p.m., Monday - Friday excluding legal holiday, unless prior approval for other delivery has been obtained from UACCB. Packing memoranda shall be enclosed with each shipment.

18. Default. All commodities, equipment or services furnished will be subject to inspection and acceptance of the University after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the UACCB Procurement Office to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, in any, in cost and handling to the defaulting contractor. The contractor must give written notice to UCA 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. UACCB assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the purchase order/contract.

20. University/State Property. Any specifications, drawings, technical information, dies, cuts, negatives, positives, data, or any other items furnished to the contractor in contemplation hereunder shall remain the property of the University/State, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.

21. Patents on Copyrights. The contractor agrees to indemnify and hold UACCB/State of Arkansas harmless from all claims, damages, and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. Invoicing. The contractor shall be paid upon the completion of all the following: (1) delivery and acceptance of the commodities or services; (2) submission of a properly itemized invoice, with the specified number of copies that reflect the contract/purchase order number(s), item(s), quantity and pricing; (3) and the proper and legal processing of the invoice by the University. Invoices must be sent to the University: Attn: Procurement Office, as shown on the original contract or purchase order.

23. Assignment. Any contract entered into pursuant to this RFP is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

24. Lack of Funds. The University may cancel this contract to the extent said funds are not longer legally available for expenditure. The University will return any delivered but unpaid for commodities in normal condition to the contractor. If the University is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, or, 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 with the Arkansas Claims Commission. 4

25. Discrimination. In order to comply with the provision of Act 54 of 1977, relating to unfair employment practices, bidder agrees as follows: (a) bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, disability, 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, disability or national origin; (c) bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose determining compliance with the statute; (d) failure of the bidder/contractor 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 canceled, terminated or suspended in whole or in part; (e) the bidder will include the provision of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. Ethics. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University/State of Arkansas 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. Any violation of this ethics statement can result in the cancellation of any contract with the University/State. The bidder guarantees that he has not retained a person to solicit or secure this 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 bidder for the purpose of securing business.

27. Contract and Grant Disclosure and Certification. Any contract, or amendment to any contract, executed by the University, which exceed \$25,000, shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or the violations of any rule, regulations or policy promulgated by the Arkansas Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material breach of the term shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provision of existing law. The attached Contract Grant and Disclosure and Certification Form (f-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form.

28. Antitrust Assignment. As part of the consideration for entering into any contract pursuant to this RFP, the bidder named on the front of this RFP, acting herein by he authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the University/State, all rights, title, and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Arkansas 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 produced by this State pursuant to any resulting contract with this University.

29. Arkansas Technology Access Clause. The Vendor expressly acknowledges that persons with visual impairments may not expend state funds 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. Accordingly, the Vendor represents and warrants to UACCB that the technology provided to UACCB for purchase is capable, either by virtue of features included within the technology or because it is 5

readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and no-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual 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, with directly by features incorporated within the technology or by other reasonable means such as assisting devices or services which would constitute reasonable accommodations 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.

30. Cancellation. Either party may cancel any contract or item award, for cause, by giving a thirty- (30) day written notice of intent to cancel. Cause for the University to cancel will include, but is not limited to, cost exceeding current market prices for comparable purchases, request for increase in prices during the period of the contract, or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expirations, or cancellation. Cancellation by the University does not relieve the contractor of any liability arising out of fault or nonperformance. If a contract is canceled due to a request for increase in pricing, or failure to perform, that contractor will be removed from the bidder/vendor list for a period up to twenty-four (24) months. Cause for the vendor to cancel a contract will include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer or non-payment of vendor invoices by the University.

31. Alteration of original IFB/RFP Document The original written or electronic language of the IFB/RFP shall not be changed or altered, except by approved written addendum issued by the UACCB Procurement Office. This does not eliminate a vendor/contractor from taking exception(s) to these documents, but does clarify that he/she cannot change the original document's written or electronic language. If a vendor/contractor wishes to make exception(s), to any of the original language, they must be submitted by the vendor/contractor in a separate written or electronic, language in a manner that clearly explains the exception(s). If a vendor's/contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor's/contractor's response may be declared as "non-responsible" and the response will not be considered.

32. Sovereign Immunity. Nothing in this agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including University of Arkansas Community College at Batesville.