IT IS NOT NECESSARY TO RETURN TERMS & CONDITIONS WITH RESPONSE

ARKANSAS TECH UNIVERSITY STANDARD TERMS & CONDITIONS

Revised October 2026

1. GENERAL: Any Special Terms and Conditions included in the solicitation override these Standard Terms and Conditions. The Standard Terms & Conditions and any Special Terms & Conditions become a part of any resultant contract.

2. ACCEPTANCE & REJECTION: The University reserves the right to accept or reject all or any part of a response or any and all responses, to waive minor technicalities and to award the solicitation in the best interests of the University. This solicitation does not in any way commit the University to contract for the commodities/ services listed herein.

3. RESPONSE SUBMISSION: Responses must be submitted to ATU Procurement Services on solicitation with attachments, when appropriate, on or before the date and time specified for response opening. If the response form is not used, the response may be rejected. *If submitted by mail*, each response should be placed in a separate envelope completely and properly identified on the outside of the envelope with the solicitation number and the date of opening. Response must be typed or printed in ink. Late responses will not be considered. Respondent is solely responsible for ensuring on-time delivery of response.

4. SIGNATURE: Failure to sign response will disqualify it. Person signing response should show title or authority to bind the 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 that is:

(a) unique to the 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 are changed, the electronic signature is invalidated

5. AMENDMENTS: Solicitations cannot be altered or amended after opening except as permitted by regulation.

6. NO RESPONSE: It is no longer necessary to return a "No Response" response to the University. Respondent may be removed from the Bidder's List for failure to submit a response to three (3) consecutive solicitations on any one class and/or sub-class.

7. PRICES: Quote FOB destination, freight prepaid. Respond with unit price on quantity and unit of measure specified. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation, unless otherwise specified in the solicitation. Unless otherwise specified, response must be firm for acceptance for thirty (30) days from solicitation opening date.

8. DISCOUNTS: "Discount from list" responses are not acceptable unless requested in the solicitation. Cash discount will not be considered in determining the low-cost response, except in the case of a tie. All cash discounts offered will be taken if earned.

9. TAXES & TRADE DISCOUNTS: Do not include State Sales Tax in your response. Trade discounts should be deducted from the unit price and the net price shown on response.

10. QUANTITIES: Quantities stated on "firm" contracts are actual requirements of the University. The quantities stated in "term" contracts are estimated only and are not guaranteed (the University may order more or less than estimated quantity).

11. BRAND NAME REFERENCES: Unless specified "No Substitutes", any catalog, brand name or manufacturer's reference used in solicitation is descriptive only and not restrictive, and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered. If responding on other than referenced specifications, response must show manufacturer, brand or trade name and other description, and should include manufacturer's illustrations and complete descriptions of product offered. *If respondent fails to submit such, the response may be rejected.*

The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the respondent to supply additional descriptive material. Respondent guarantees product offered will meet or exceed specifications identified in the solicitation. If respondent takes no exception to specifications or reference data in this response, he will be required to furnish product according to brand names, numbers, etc., as specified in the solicitation.

12. GUARANTY: All items response 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 response invitation. Respondent hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material; and that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished hereunder. Respondent further guarantees that if the items furnished thereunder are to be installed by the respondent that such items will function properly when installed. Respondent also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. Respondent's obligations under this paragraph shall survive for a period of one (1) year from date of delivery, unless otherwise specified herein.

13. LIMITATIONS ON LIABILITY: Contract language from Respondent/Vendor that limits in any way the University's recovery in tort actions is not acceptable.

14. SAMPLES: Samples or demonstrators when requested must be furnished free of expense to the University. If samples are not destroyed during reasonable examination, they will be returned to the respondent, if requested, at respondent's expense. Each sample should be marked with the Respondent's name and address, solicitation number and item number. Tests may be performed on samples or demonstrators submitted with the response or on samples taken from regular shipments. In the event products tested fail to meet or exceed all conditions and requirements of the original specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the respondent.

15. ALTERATION OF ORIGINAL SOLICITATION DOCUMENT: The original written or electronic language of the solicitation document shall not be changed or altered except by approved written addendum issued by ATU Procurement Services. This does not prohibit 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 wishes to make exception(s) to any or the original language, they must be submitted in separate written or electronic language in a manner that clearly explains the exception(s). If a vendor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the response may be declared as "non-responsive" and not considered.

16. AWARD: Any contract resulting from this solicitation shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive respondent. A written Purchase Order mailed or otherwise furnished to the successful respondent within the time of acceptance specified

in the solicitation results in a binding contract without further action by either party. The effective date of the purchase order shall be the date it is mailed or otherwise furnished by the University to the address of the respondent indicated in the response. *The University reserves the right to award the item (s) listed on the solicitation "individually", by "groups", "all or none" or by any other method as deemed in the best interest of the University.* In the event all responses 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 an adjustment of the response price, including changes in the response requirements, with the lowest responsive responsible respondent in order to bring the response within the amount of available funds.

Firm Contract: A written University Purchase Order mailed or otherwise furnished to the successful respondent within the time of acceptance specified in the solicitation results in a binding contract that requires the vendor to furnish the commodities or services as stated on the purchase order that will reference the original solicitation documents and number. Vendor is to immediately initiate action to comply with the requirements of the PO that by reference will incorporate all the requirements contained in the original Request for Quotation.

Term Contract: A Contract Award will be issued to the successful respondent. It results in a binding obligation of the item(s) or service(s) for specific pricing and time frame without further action at that time by either party. The Contract Award does not authorize any shipment(s) or service(s) to be provided. Shipment(s) of commodities or the providing of service(s) related to a "term contract" is only authorized by the receipt of a University Purchase Order by the contractor that will list the actual requirement, pricing, delivery location and contract number.

17. TERM OF CONTRACT: The solicitation, Contract Award or Purchase Order will clearly state the period of time the contract will be in effect for each individual contract.

18. DELIVERY: On the face of the solicitation, the respondent should show approximate number of days for delivery after receipt of order. "Working days" shall be defined as Monday through Friday of each week, exclusive of all official State holidays.

19. BACKORDERS OR DELAY IN DELIVERY: Backorders or failure to deliver within the time required may be default of the contract. Contractor must give written notice to Procurement Services of the reason and the expected delivery date. If reason is not acceptable, contractor is in default. Procurement Services has the right to extend delivery if reasons appear valid. If date is not acceptable, the University may buy elsewhere and any additional cost will be borne by the Contractor.

20. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without prior written approval by ATU Procurement Services. Delivery shall be made during ATU work hours only, 8:00 a.m. to 400 p.m. Monday through Friday, unless prior approval for other delivery has been obtained from the University. Packing memorandum shall be enclosed with each shipment.

21. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the University after delivery. Backorders, default in promised delivery or failure to meet specifications authorizes Procurement Services to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to defaulting contractor. *Consistent failure to meet delivery without a valid reason may cause removal from the Respondents' List or suspension of eligibility for award.*

22. VARIATION IN QUANTITY: The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the ATU Purchase Order.

23. INVOICING: The contractor shall be paid upon completion of all of the following:

(1) delivery and acceptance of the commodities or services;
(2) submission of a properly itemized invoice that reflects 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 ATU Accounts Payable Office as shown on the purchase order. *Itemized sales tax shall be shown on the invoice.*

24. ATU PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation thereof or developed by the contractor for use hereunder shall remain property of the University, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to ATU Procurement Services, properly identifying what is being returned.

25. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold Arkansas Tech harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.

26. ASSIGNMENT: Any contract entered into pursuant to this solicitation is not assignable nor the duties thereunder delegable by either party without the written consent of both parties of the original contract.

27. CANCELLATION: Either party may cancel any contract or item award for cause by giving a thirty (30) day notice of intent to cancel.

(a) *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 expiration or cancellation. Cancellation by the University does not relieve the contractor of any liability arising out of a default or nonperformance.

If a contract is cancelled due to a request for increases in pricing or failure to perform, that contractor will be removed from the respondents/vendors list for a period up to twenty-four (24) months.

(b) *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.

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

29. LACK OF FUNDS: The University may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. The University will return any delivered but unpaid goods 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, the contractor may file a claim with Arkansas Claims Commission for the actual expense. If the contractor has provided services and there are not longer funds legally available to pay for the services, the contractor may file a claim.

30. 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 University 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.

31. DISCRIMINATION: In order to comply with the provisions of Act 954 of 1977, relating to unfair employment practices, the respondent agrees as follows:

(a) the respondent will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, pregnancy, veterans' status, genetic information, sexual orientation, gender identity, disability or national origin;
(b) in all solicitations or advertisements for employees, the respondent will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, pregnancy, veteran status, genetic information, sexual orientation, gender identity, disability or national origin;
(c) the respondent will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute;
(d) failure of the respondent to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of contract and it may be canceled, terminated or suspended in whole or in part;
(e) the respondent will include the provisions of items a through d in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

32. MINORITY VENDORS: The University encourages all small, minority and women-owned business enterprises to submit responses. Encouragement is also made to all contractors that, in the event they subcontract portions of the contract, consideration is given to these groups.

33. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this solicitation, the respondent named on the front of this solicitation, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the University/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.

34. CONTRACT & GRANT DISCLOSURE AND CERTIFICATION: Any contract or amendment to any contract executed by the University **that exceeds $10,000** 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 any violation of any rule, regulation or policy promulgated by the Department of Finance & Administration pursuant to this order shall be considered a material breach of the terms of this contract. The material breach of the terms shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provisions of existing law.

If required, the Contract & Grant 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.

35. ARKANSAS TECHNOLOGY ACCESS: When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State 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:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

For purposes of this section, 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 assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

As provided in Act 308 of 2013, if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

36. SOVEREIGN IMMUNITY: Nothing in any agreement resulting from this solicitation shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including Arkansas Tech University.

37. A. C.A. §21-1-503. Company and Artist certify that they are not currently engaged in, and further, hereby agree that for the duration of the contract, not to engage in a boycott of Israel.

38. A.C.A. §19-61-802. Any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

39. PAST PERFORMANCE. In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State and/or University may be used to determine if the Prospective Contractor is “responsible”. Proposals submitted by Prospective Contractors determined to be non-responsible will be disqualified.

40. A.C.A. §21-1-1203. Company certifies that they are not a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People’s Republic of China.

41. A.C.A §25-1-1102. For contracts $75,000 and greater**.** Company certifies that they are not currently

engaged in, and further, hereby agree that for the duration of the contract, not to engage in a boycott of Energy, Fossil Fuel, Firearms, or Ammunition Industry.

42. A.C.A. §25-1-503. For contracts valued at $25,000 or greater. Company certifies they do not knowingly employ or contract with an illegal immigrant.

43. Artificial Intelligence (AI) Use. Vendor shall disclose any use of artificial intelligence (AI) in the performance of this order and shall not use or permit the use of ATU data, including student, employee, or institutional data, for AI training or model development without prior written consent. Vendor is solely responsible for the accuracy, legality, and appropriateness of all AI-generated or AI-assisted outputs and shall ensure appropriate human review. Vendor shall not deploy undisclosed AI or introduce unlawful bias. Vendor shall not share ATU data with third parties except as necessary to perform services under this order and only with authorized subcontractors bound by written obligations at least as protective as those contained herein. Vendor agrees to implement reasonable safeguards to protect ATU data, comply with applicable laws including FERPA where applicable, notify ATU of any material changes in AI use, and indemnify ATU from any claims or liabilities arising from Vendor's AI use. Vendor shall notify ATU without unreasonable delay, and in no event later than twenty-four (24) hours, of any actual or suspected unauthorized access, disclosure, or breach of ATU data involving AI systems, and shall promptly cooperate with ATU in investigation, mitigation, and remediation.