

ARKANSAS TECH UNIVERSITY
Purchasing Department
203 West O Street
Russellville, AR 72801-222

CONTRACT/AGREEMENT TERMS & CONDITIONS

As Required by Arkansas Law and/or University Policy
June 24, 2011

Contractor MUST agree to the following Terms and Conditions BEFORE entering into any contract or agreement with the University:

- A. Contract/agreement shall be governed by the laws of the State of Arkansas.
- B. Nothing in the contract/agreement shall be construed to waive the Sovereign Immunity of the State of Arkansas or its agencies, including Arkansas Tech University. Constitution of the State of Arkansas of 1874. Article 5. § 20.
- C. All disputes regarding the contract/agreement shall be submitted to the Arkansas Claims Commission for adjudication in accordance with A.C.A. § 19-10-201 et seq.
- D. Contractor will not assign or otherwise transfer its duties under contract/agreement to another person or entity without Arkansas Tech University's express written permission.
- E. Contractor acknowledges that the terms of contract/agreement will bind and inure to any other party that Contractor contracts with to complete this contract. For example, if Contractor hires a subcontractor who demands indemnification from the University, the subcontractor must drop the indemnification requirement or Contractor will have to contract with someone other than the subcontractor who is demanding indemnification from Arkansas Tech University.
- F. The University will not agree to arbitration.
- G. The University will not indemnify the contractor, contractor's employees, subcontractor or subcontractor's employees.
- H. The University will not provide General Public Liability insurance.
- I. The University will not pay attorney's fees, collection costs, early termination charges, etc.
- J. The University will not pay delinquency charges.
- K. With regard to delinquent accounts, the University is permitted to pay late payment charges, but only if incurred sixty (60) days after the due date. A.C.A. § 19-11-224.
- L. Contractor will not discriminate against any person based on race, religion, color, national origin, sex, age, disability, genetic information or veteran's status during the term of the contract/agreement.
- M. Contractor will not employ illegal immigrants and will not permit its subcontractors to employ illegal immigrants.
- N. For contracts/agreements exceeding \$25,000, acknowledge that failure to make any disclosure as required by Governor's Executive order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of any contract/agreement. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the University.
- O. Pursuant to Act 1653 of 2001, all public records are open to inspection and copying by any citizen of the State of Arkansas.

P. No contract/agreement may extend beyond seven (7) years. All multi-year contracts/agreements must contain a non-appropriation clause. A.C.A. § 19-11-238.

“In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the University without cause at the end of the current biennial period. However, the University may agree to continue the contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period for which the contract is renewed.

Any services or products on contract accepted by the University must be paid but does not obligate the University to continue the contract beyond the end of a biennial period.”

- Q. All employees, subcontractors and subcontractor’s employees MUST have proper identification – including photo ID’s – reflecting both the name of the contractor and the name of the employee.
- R. Contractor will not permit its employees, subcontractors or employees of subcontractors who are registered sex offenders to work on the campus of Arkansas Tech University. Further Contractor shall not permit its employees, subcontractors or employees of subcontractors to engage in sexually harassing behavior toward Arkansas Tech University faculty, staff, students, guests, or any other persons present on the campus.
- S. Contractor agrees that it will not permit any of its employees, subcontractors or employees of subcontractors who have been convicted of a felony involving force, violence or possession or use of illegal drugs to work on this campus.
- T. Contractor acknowledge that firearms are prohibited on campus, even if a person has a concealed weapon permit, and consistent with this policy, not allow its employees, subcontractors or subcontractors employees to bring a firearm on to Arkansas Tech University property.
- U. Contractor agrees that its employees, subcontractors or employees of subcontractors will park only in designated parking areas and will in no way impede traffic flow on the campus.
- V. Contractor agrees that its employees, subcontractors or employees of subcontractors will place temporary security lighting if any of its actions cause outdoor lighting at the University to be out overnight for any period of time.
- W. Contractor acknowledges that Arkansas Tech University is a Tobacco Free Campus. The use of tobacco products is prohibited anywhere on the campus.
- X. Contractor acknowledges that these requirements will also apply to any subsequent maintenance contracts, if any.

Executed by the individual representing that he/she has the authority to enter into this Contract.

CONTRACTOR: _____

BY: _____
(Signature)

NAME & TITLE: _____
(Typed or Printed)

DATE: _____