

ARKANSAS TECH UNIVERSITY PRINTING RFQ TERMS AND CONDITIONS

Revised 5-20-08

- 1. GENERAL:** These Terms & Conditions become a part of any resultant contract.
- 2. SOY INK REQUIREMENT:** The use of a soy ink products is REQUIRED. The oil-based inks used on ATU's work must contain the following minimum percentages of soy oil:

Black news ink	40% of total formula weight
Color news ink	30% of total formula weight
Sheet-fed ink	20% of total formula weight
Heat-set ink	7% of total formula weight
Cold-set ink	30% of total formula weight
Business forms ink	20% of total formula weight

The flexographic ink (water-based) used on ATU's work must have a vehicle containing a minimum of 20% soy protein; a minimum of 15 % of the vehicle must be included in the ink.

- 3. RECYCLED PAPER:** Recycled paper shall mean a 50% virgin/50% wastepaper fiber blend of which at least 10% by fiber weight must be postconsumer material **or** an 80/20 blend of which at least 20% by fiber weight must be postconsumer material. Wastepaper may be a combination of postconsumer waste, manufacturing waste and pre-consumer materials but must not include either forest by-products (sawdust) or mill broke.

Recycled paper stock must contain not less than the following percent post-consumer materials by fiber weight: **Uncoated 20%; Coated 10%**. Upon request, bidders must furnish samples for testing purposes within five working days. Any sheet offered that is found to contain excessive lint or foreign (non paper) elements will be rejected.

- 4. RECYCLED PAPER PREFERENCE:** A preference for recycled paper products shall be exercised if the use of the products is technically feasible and price is competitive. Competitive shall mean that the bid price does not exceed the lowest qualified bid of a vendor offering paper products produced from virgin material by ten percent (10%). An additional one percent (1%) shall be allowed for products containing the largest amount of postconsumer materials recovered within the State of Arkansas.

- 5. PRE-PRESS:** Contractor is required to inspect and make a determination as to the usability of provided production materials, including diskettes, within five (5) working days after receipt. Problems encountered with materials must be reported immediately to the Purchasing Department. If the contractor fails to comply with this requirement, Arkansas Tech University may disallow, as a valid reason for failing to meet the required delivery schedule, any claim involving provided production materials.

- 6. PROOFS:** Proofs are required only if so stated on the face of the Request for Quotation. The time that proofs are in ATU's possession will not be counted as production time.

- 7. OVERRUNS AND UNDERRUNS:** Overruns and underruns shall be allowable at the following rates, unless otherwise stated on the Request for Quotation.

Up to 10,000	10%	<u>Overruns</u> will be priced at 80% of the unit contract price
10,001 to 25,000	8%	<u>Underruns</u> will be priced at the full unit contract price
25,001 to 75,000	5%	and subtracted from the total bid price
75,000 and up	2%	

- 8. PACKAGING:** Finished product shall be suitably packaged and cartoned so as to protect contents from damage during shipment, handling, and storage. No carton shall exceed 40 lbs.

9. DELIVERY: On the face of the RFQ, the bidder 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.

10. PROPERTY: All dies, electroplates, cuts, negatives and positives, engravings, artwork, disks or any other commodity used in production of work under this contract charged to or owned by the University shall be delivered to ATU upon completion of this contract. All transportation expenses shall be paid by the contractor.

11. MISCELLANEOUS CHARGES: Prior to any work being performed under this contract that will result in additional costs, written authorization must be obtained from ATU. Any other costs incurred in production and not provided for in these instructions and specifications may be invoiced at the fair market price as determined by ATU. However, any additional costs incurred after contract award will not be used in determining the low bid.

12. PRICES: Quote FOB destination. Bid 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 RFQ. Unless otherwise specified, bid must be firm for acceptance for thirty (30) days from bid opening date.

13. DISCOUNTS: Cash discount will not be considered in determining the low bid, except in the case of tie bids. All cash discounts offered will be taken if earned.

14. TAXES & TRADE DISCOUNTS: Do not include State Sales Tax in your bid price(s).

15. BRAND NAME REFERENCES: Unless specified "No Substitutes", any catalog, brand name or manufacturer's reference used in bid invitation is descriptive only and not restrictive, and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified.

16. ALTERATION OF ORIGINAL RFQ (BID) DOCUMENT: the original written or electronic language of the RFQ shall not be changed or altered except by approved written addendum issued by the ATU Purchasing Department. This does not prohibit a vendor 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 of the original language, they must be submitted in a 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.

17. MINORITY VENDORS: The University encourages all minority business enterprises to submit bids. Encouragement is also made to all contractors that, in the event they subcontract portions of the contract, consideration is given to these vendors.

18. BID SUBMISSION: Bids must be submitted to the ATU Purchasing Department on this RFQ with attachments, when appropriate, on or before the date and time specified for bid opening. If this RFQ form is not used, the bid may be rejected. If returned by mail, each bid should be placed in a separate envelope completely and properly identified on the outside of the envelope with the bid number and the date of opening. Bid must be typed or printed in ink. Late bids will not be considered.

19. SIGNATURE: Failure to sign bid will disqualify it. Person signing bid should show title or authority to bind his/her firm in a contract. "Signature" means a manual, 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

20. FAX BIDS: The University shall not be responsible for mechanical malfunctions that prevent receipt of faxed response by bid opening time and date.

21. AMENDMENTS: Bid cannot be altered or amended after bid opening except as permitted by regulation.

22. NO BID: It is no longer necessary to return a "No Bid" response to the University. Bidder may be removed from the List of Bidders for failure to submit a response to three (3) consecutive bid invitations on any one bid class and/or sub-class.

23. ACCEPTANCE & REJECTION: The University 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 in the best interests of the University. This RFQ does not in any way commit the University to contract for the commodities/services listed herein.

24. AWARD: Any contract resulting from this RFQ shall be awarded with reasonable promptness by written notice to the lowest responsible, responsive bidder. A written Purchase Order mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the RFQ 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 bidder indicated in his bid. 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.

The University reserves the right to award "individually", by "groups", "all or none" or by any other method as deemed in the best interest of the University.

In the event all bids 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 bid price, including changes in the bid requirements, with the lowest responsive responsible bidder in order to bring the bid within the amount of available funds.

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

26. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without prior written approval by the ATU Purchasing Department. 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.

27. BACKORDERS OR DELAY IN DELIVERY: Backorders or failure to deliver within the time required may be considered default of the contract. Contractor must give written notice to the Purchasing Department of the reason and the expected delivery date. If reason is not acceptable, contractor is in default. The Purchasing Department 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. *Consistent failure to meet delivery without a valid reason may result in removal from the Bidder's List or suspension of eligibility for award.*

28. LIQUIDATED DAMAGES: Liquidated damages imposed by ATU against the contractor for failure to meet delivery schedule shall be one percent (1%) of the invoice amount for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond his control, such as Acts of God, national emergency, strikes or fire. The contractor must notify ATU in writing on a timely basis of such developments stating reason, justification and extent of delay. When time does not allow for reprinting or reordering, acceptance of an inferior commodity may result in a liquidated damage of up to 20% of the invoice price or \$500.00, whichever is smaller.

29. 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 the Purchasing Department 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.

30. 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, item(s), quantity and pricing;
- (3) return of all mechanicals, negatives, disks, etc. to the ordering department
- (4) 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.*

31. CANCELLATION: Either party may cancel any contract or item award for cause by giving a five (5) day notice of intent to cancel. If a contract is cancelled due to a request for increases in pricing or failure to perform, that contractor will be removed from the bidders/vendors list for a period up to twenty-four (24) months.

- (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.
- (b) Cause for the vendor to cancel a contract will include, but is not limited to, the items(s) being discontinued and unavailable from the manufacturer or non-payment of invoices by the University

32. 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.

All disputes regarding any resultant contract shall be submitted to the Arkansas Claims Commission for adjudication in accordance with A.C.A. § 19-10-201 et seq.

33. LACK OF FUNDS: The University may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. The contractor may file a claim with the Arkansas Claims Commission for the actual expense of goods and/or services.

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

- (a) 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) Bidder 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 bidder to comply with the statute, rules and regulations promulgated hereunder and this non-discrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part;

(e) 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.

35. EQUAL EMPLOYMENT OPPORTUNITY POLICY: Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that ANY business or person responding to a Request for Quotation (Bid) submit their most current Equal Employment Opportunity Policy (EEO Policy) to the University.

36. 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.

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

38. CONTRACT & GRANT DISCLOSURE AND CERTIFICATION: Any contract or amendment to any contract executed by the University that exceeds \$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 any violation of any rule, regulation or policy promulgated by the Arkansas 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.

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