RECEIVING FREIGHT

IF THE TERMS OF THE PURCHASE ORDER ARE FOB DESTINATION

If the University receives a damaged box, we will note on the shipping document the number of damaged boxes and the nature of the damage, such as crushed, wet, etc. The Purchasing Department will notify the vendor, or

If the University accepts a shipment and later finds damaged merchandise (hidden damages), Purchasing will contact the vendor for instructions. We will attempt to retain the original packing materials until the problem is resolved.

If, in our opinion, the contents of the box are damaged beyond use, we will refuse the shipment, and Purchasing will notify the vendor accordingly.

RETURNS

If the University receives incorrect merchandise, the Purchasing Department will contact the vendor for a Return Authorization Number. We will keep the original packing material for the return shipment, if possible.

If the University receives merchandise but decides not to keep it, Purchasing will contact the vendor for a Return Authorization Number. If possible, we will return the shipment in the original packing material. We are aware that we may be charged a re-stocking fee.

AVAILABLE ON OUR WEB SITE

Freight Terms
NAEP Code of Ethics
Request for Listing as Bidder
Terms and Conditions for RFQ’s (Bids)
Terms and Conditions for Purchase Orders

INVOICES

For questions regarding invoices, contact the Accounts Payable Office:
Tel: 479-968-0691
Tel: 479-964-0512
Fax: 479-968-0303

QUESTIONS

For questions regarding orders or contracts, contact the Purchasing Department:
Tel: 479-968-0269
Tel: 479-968-0260
Fax: 479-968-0633

PURCHASING DEPARTMENT STAFF

Beth Foster, C.P.M., A.P.P.
Project/Program Manager

Jessica Holloway
Project/Program Specialist

DeAnna Kile
Buyer

Christi Aday
Fiscal Support Specialist

Jennifer Warren
Accounting Technician I

PURCHASING GUIDELINES

for

VENDORS

as of

July 1, 2010

ARKANSAS TECH UNIVERSITY
Purchasing Department
Young Building East End
203 West O Street
Russellville, AR 72801-2222

Tel: 479-968-0269
Fax: 479-968-0633

www.atu.edu/purchasing
ORDERS

Only the Purchasing Department has the authority to issue purchase orders. *Orders placed by an individual without a purchase order are the financial responsibility of that individual.*

STATE OF ARKANSAS CONTRACTS

If a mandatory State of Arkansas Contract exists for a commodity, the University **MUST** order through that contract. A list of these contracts may be found on the Office of State Procurement web site:

www.accessarkansas.org/dfa/procurement

P-CARD

The University participates in the State of Arkansas Procurement Card (P-Card) program. This Visa card is used as an alternative to purchase orders or petty cash. Examples for use of the P-card would be small orders, Internet orders, companies that do not accept purchase orders, etc. Be aware that some Merchant Category Classification Codes (MCC) have been blocked by the State of Arkansas (examples are printing companies, florists, travel agencies, hotels, restaurants, grocery stores, etc.) The standard limit for P-cards is $500 maximum per transaction.

DOLLAR LIMITS FOR PURCHASES

(Amounts do not include tax)

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$75.00 or less</td>
<td>Petty Cash:</td>
</tr>
<tr>
<td>$5,000 or less</td>
<td>Small Orders:</td>
</tr>
<tr>
<td>$5,000.01 to $25,000</td>
<td>Competitive Bid:</td>
</tr>
<tr>
<td>$25,000.01 and up</td>
<td>Formal Sealed Bid:</td>
</tr>
</tbody>
</table>

CONTRACT LANGUAGE

The following language must be included in any contract/agreement with the University:

“Contract shall be governed by the laws of the state of Arkansas.”

“Nothing in this agreement shall be construed to waive the Sovereign Immunity of the State of Arkansas or its agencies, including Arkansas Tech University.”

“All disputes regarding this agreement shall be submitted to the Arkansas Claims Commission for adjudication in accordance with A.C.A. §19-10-201 et seq.”

“Company shall not discriminate against any Person based on race, religion, color, national origin, sex, age, disability, or veteran’s status during the term of this contract.”

CONTRACTS AND AGREEMENTS

Only the following individuals have contractual authority for the University. **Any contract or agreement MUST be signed by one of them and MUST be reviewed by University Counsel.** No one else can legally bind the University and guarantee payment.

Russellville Campus
President
VP for Administration & Finance
Purchasing Project/Program Manager
Purchasing Project/Program Specialist (up to $5,000 only)

Ozark Campus
Chancellor at Ozark Campus
Chief Fiscal Officer at Ozark Campus

SPLITTING

Purchases may not be “split” to avoid a bid situation.

PRINTING

All printing – *regardless of the dollar amount* – must be bid. Printing is defined as “commercial printer’s ink, using a commercial printing press, produced on paper”. This does NOT include xerographic or digital copies.