

# Terms and Conditions

1. **GENERAL:** All terms and conditions stated in the invitation for Bid govern this contract.
2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for Bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Arkansas State University must pay State Sales Tax. Itemize State Sales Tax when applicable on your invoices.
5. **BRAND NAME REFERENCES:** Contractor guarantees commodity delivered is the same as specified in his bid.
6. **GUARANTY:** All items are to be newly-manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Contractor 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 furnished. Contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, that such items will function properly when installed. Contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. Contractor's obligations under this paragraph shall survive for a period of one (1) year from date of delivery, unless otherwise specified in the Invitation for Bid.
7. **DELIVERY:** On the face of the Purchase Order is shown the number of days required to place the commodity in ASU's designated location under normal conditions. Consistent failure to meet delivery without valid reason may cause removal from bidders list or suspension of eligibility for award.
8. **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 ASU Procurement Services of the reason and the expected delivery date. If reason is not acceptable, contractor is in default. ASU Procurement Services has the right to extend delivery if reasons appear valid. If date is not acceptable ASU may buy elsewhere.
9. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of ASU Procurement Services. Delivery shall be made during work hours only, 8:00 a.m. to 4:30 p.m. Packing memorandum shall be enclosed with each shipment.

- 10. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of ASU after delivery. Default in promised delivery or failure to meet specifications authorizes ASU 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.
- 11. VARIATION IN QUANTITY:** ASU assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
- 12. INVOICING:** Contractor shall submit an original and one (1) copy of an itemized invoice showing bid number and purchase order number. Invoices must be sent to Arkansas State University Procurement Services.
- 13. ASU PROPERTY:** Any specifications, drawings, technical information, dies cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of ASU, be kept confidential, be used only as expressly authorized, and returned at the contractor's expense to ASU Procurement Services, properly identifying what is being returned.
- 14. ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.
- 15. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and ASU have the right to pursue any other remedy permitted by law or in equity.
- 16. LACK OF FUNDS:** ASU may cancel this contract to the extent funds are no longer legally available for expenditure under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor. If ASU 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 the Arkansas Claims Commission. 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.
- 17. CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM:** The failure of any individual or entity to disclose as required under any term of executive order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party, failing to disclose or in violation, to all legal remedies available to the Agency under the provisions of the existing law.