

# Standard Terms and Conditions

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## STANDARD TERMS & CONDITIONS FOR PURCHASE ORDERS

BOARD OF TRUSTEES OF THE UNIVERSITIES OF ARKANSAS

ACTING FOR AND ON BEHALF OF THE

UNIVERSITY OF ARKANSAS COMMUNITY COLLEGE – BATESVILLE

1. **GENERAL:** The Standards Terms and Conditions are incorporated by reference in each Purchase Order (PO) issued by the Community College – Batesville (“UACCB” or “the College”), and are agreed to by both vendor and the College, provided that any Special Terms and Conditions included in the College’s PO take precedence over these Standards Terms and Conditions. No additional terms and conditions of this contract shall be accepted without the written consent of the College. In the event of conflict between the terms and conditions offered by the College, and any terms provided by Vendor, the College terms and conditions shall control.
2. **PRICES:** In case of errors in extensions, unit prices shall govern. Unless otherwise specified, all prices are F.O.B. the UACCB Campus.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** The College – Batesville is NOT exempt from paying sales or use taxes, except on those items and/or purchase transactions that are specifically exempted by law. When applicable, state tax must be itemized on invoices.
5. **ANTITRUST ASSIGNMENT:** The Vendor named on the PO, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the 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 cause 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.
6. **GUARANTY:** all items shall be newly manufactured, in first class condition, latest model and design, including where applicable, containers suitable for the shipment and storage, unless

otherwise indicated. Vendor hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material; that if sold by drawing, sampler or specification, it will conform thereto and will serve the function for which furnished hereunder. Vendor further guarantees that if the items furnished hereunder are to be installed by the Vendor that such items will function properly when installed. Vendor also guarantees that all applicable laws have been complied with relating with relating construction, packaging, labeling and registration. Vendor's obligations under the paragraph shall survive for a period of one (1) year for the date of delivery, unless otherwise specified herein. Services provided by Vendors shall be provided in accordance with the standards stated in the agreement between the College and Vendor and shall be of a quality at least equal or greater that customary standards of quality applicable to Vendor's trade or business.

7. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may, at the sole discretion of the College, be construed as an act of default of the contract. Vendor must give written notice to the college Procurement Department of the reason for any such delay and the expected delivery date. The College's Procurement Department has the right to extend the date of delivery id Vendor's reasons for delay appear valid and the Vendor's expected delivery is acceptable. However, if either Vendor's reason for delay for expected delivery date deemed unacceptable by the College, Vendor shall be in default and the college may exercise any and all remedies available under law, including but not limited to remedies involving the procurement of goods or services from another Vendor.

8. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without approval of the Procurement Department. Delivery shall be made during UACCB work hours only, 8:00 a.m. to 4:30 p.m. Central Standard Time (excluding weekends and College Holidays), unless prior approval for other delivery has been obtained. Packing list shall be enclosed with each shipment, listing the UACCB Purchase Order number. Items should be shipped to the "Ship-To" address listed on the purchase order.

9. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by College after delivery. Default in promised delivery or failure to meet specification entitles the College to cancel this contract or any portion of the same and reasonably purchase commodities and charge the full increase, if any, in cost and handling to defaulting Vendor. Furthermore, default in promised delivery of failure to meet specifications authorizes the Purchasing Department to cancel the contract (PO), and by Vendor's acceptance of this PO, guarantees Vendor shall refund all monies paid from this PO to the College.

10. **VARIATION IN QUANTITY:** The College assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the UACCB Purchase Order.

11. INVOICING: The Vendor shall be paid in a timely manner upon submission of the properly itemized invoice, after delivery and acceptance of commodities or services by the College. All invoices must be sent to the "Bill To" pointed listed on the College purchase order. All invoices MUST be billed to the College, not to an individual, and must also include the following and additional information if applicable:

- a) The complete name and address of the Vendor.
- b) Invoice Date
- c) Invoice Number
- d) Purchase Order Number
- e) Itemized listing of purchases. This should include a description of the merchandise and/or services, unit price and extended line total.
- f) Name and location of department for whom the goods or services were provided.
- g) Itemized taxes

Subject to all other terms and conditions herein, properly submitted invoices will be paid by the College in a timely manner. The College cannot agree to pay interest charges or late fees on any amounts due to Vendor unless incurred 60 days after payment is due per Arkansas Code Ann. §19-4-706.

12. COLLEGE PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Vendor hereunder or in contemplation hereof or developed by the Vendor for use hereunder shall remain property of the College, be kept confidential, be used only as expressly authorized, and returned at the Vendor's expense to UACCB Procurement Department, properly identifying what is returned. Vendor acknowledge that the College's marks and logos are the exclusive property of the College. The parties agree that nothing in its agreement or the College's purchase order transfers, licenses, or allows any use of the College's logos or other marks unless expressly agreed upon in writing by both parties. In the event that such authorization is granted by the College, Vendor must immediately discontinue use of the name, logos, or any other marks of the College upon the expiration or termination of the contract. Under no circumstances may Vendor use College's name, logos, or any other marks in such a manner as to imply or state an endorsement of Vendor by College.

13. PATENTS OR COPYRIGHTS: The Vendors agrees to indemnify and hold the College harmless from all claims, damages, and costs, including attorney's fee, arising from infringement of patents, trademarks, copyrights, or other intellectual property rights.

14. AUTHORIZED DISTRIBUTOR: Vendor must be an authorized distributor of all goods/services procured by the College. Prior to issuance of a purchase order, Vendor may be required to submit a letter from the manufacturer as proof of authorization.

15. DUTIES AND CUSTOMS FEES: All duties and customs fees shall be paid in advance by the Vendor prior to shipping any product for import or export to the College.

16. PERMITS AND LICENSES: Vendor shall, at its own expense, procure and keep in effect all necessary permits or licenses as required by law to fulfill the Purchase Order.

17. ASSIGNMENTS: Any contract entered into pursuant to a UACCB Purchase Order is not assignable nor the duties there under delegable by either party without the written consent of the College.

18. LACK OF FUNDS: The College may cancel this contract to the extent the funds are no longer legally available for expenditures under the contract. Any delivered but unpaid for goods will be returned in normal condition to the Vendor by the College. If the College is unable to pay for goods that it retains, the contractor may file a claim with the Arkansas State Claims Commission. Similarly, if the Vendor has provided services and there are no longer funds legally available to pay for the services, the Vendor may file a claim.

19. DELAYED CLAIMS: Arkansas State Law requires that a claim be filled with the Arkansas State Claim Commission for any invoices or services rendered that are more than two (2) fiscal years old.

20. NON-DISCRIMINATION: Vendor agrees to adhere to any and all applicable Federal and State laws, including laws pertaining to non-discrimination. In particular, consistent with the provisions of Act 954 of 1977, as amended and codified at Ark. Code Ann. §25-17-101, the vendor agrees as follows: (a) the Vendor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, handicap or national origin; (b) in all solicitations or advertisements for employees, the Vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; (c) failure of the Vendor to comply with the statute, the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and this contract may be canceled, terminated or suspended in whole or in part; (d) the Vendor will include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or Vendor.

21. 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 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.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 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., 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 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 participant, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services by persons who are not blind or visually impaired.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does

not best meet the standards, the agency must provide written documentation supporting the 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