

INVITATION FOR BID – BID NO. B090051	
ARKANSAS TECH UNIVERSITY Purchasing Department Young Building East End 203 West O Street Russellville, AR 72801-2222	BID RESPONSE MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER, BID OPENING DATE AND TIME SHOWN ON THE OUTSIDE OF THE ENVELOPE. <i>FAXED BID RESPONSES WILL NOT BE ACCEPTED.</i>
RESPONSE DUE BY:	June 9, 2009
	TIME: 2:00 p.m.
ALL BIDDERS	For additional information, contact Beth Foster, ATU Special Projects Coordinator. Tel: 479-968-0269 Fax: 479-968-0633
SUCCESSFUL BIDDER:	Successful bidder will be required to complete the following forms BEFORE a purchase order can be issued: Contract and Grant Disclosure and Certification Form EEO Policy Letter Both forms are available on our web site.
DESCRIPTION	
Arkansas Tech University is soliciting bids for the lease of approximately 45 USED copy machines. Bid specifications and Terms and Conditions are available on the Purchasing Department's web page: http://purchasing.atu.edu In left-hand menu, select "Current Bids, RFP's and RFQ's. Bidder is responsible for checking the web site for any addenda.	

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RESPONSE DUE BY:	June 9, 2009
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Name & Address of Bidder: 	For additional information, contact Beth Foster, ATU Special Projects Coordinator. Tel: 479-968-0269 Fax: 479-968-0633
SUCCESSFUL BIDDER:	All bidders are required to complete the “EEO Policy Letter” and submit it with their bid response. The <u>successful bidder</u> will be required to complete the “Contract and Grant Disclosure and Certification” form BEFORE a purchase order can be issued: Both forms are available on the Purchasing Department’s web site: http://purchasing.atu.edu .
ITEM NO.	DESCRIPTION
1.	Lease of approximately 45 USED Copy Machines as per the following specifications NEW equipment WILL NOT be accepted. Please return the entire bid document. Any exceptions to the bid requirements must be noted, in ink, on the bid documentation. If no exceptions are noted, successful bidder will be required to comply with all specifications as listed.

GENERAL SPECIFICATIONS

DESCRIPTION:

Lease of approximately **45 USED** Digital Copy Machines for the period of July 1, 2009 through June 30, 2010, with an option to renew on an annual basis for a maximum of six (6) additional years.

With one exception, copiers are to be monochrome, to use plain paper, to have a stationary platen, to use a dry cartridge toner system and to be Energy Star compliant. Copiers that are not compliant will NOT be considered.

MAINTENANCE:

Bid price must include full service maintenance (parts and labor) and drum.

After the first year, successful bidder, with the consent of the Purchasing Department and the using department, may "swap out" copiers with a comparable or better model – at the same bid price – if the condition of the copier warrants.

AWARD:

Leases will be awarded on a per copy cost for a three (3) year period based on costs furnished in response to this Request for Quotation.

Bid price shall include all charges including, but not limited to, delivery, installation, training of University personnel, relocation of copier if necessary, de-installation and full-service maintenance.

Award will be made in the best interests of the University. Factors to be considered in the award will include but not be limited to cost per copy, age of machine, copy meter reading of the machines and availability of service. Past performance will also be a factor in the award. The University reserves the right to reject any or all bids.

Several departments will be re-locating in the 2009-10 FY. The University will make every effort to keep the number of relocations to a minimum. Due to these moves, some copiers will be leased for only one year, and no option to renew will be exercised.

ATTACHMENT A:

Bidder should note Attachment A in regard to the University's contracting authority. Other documents must be amended accordingly. The entire bid submitted in response to this RFQ will become a part of the resultant contract.

DISCLOSURE FORM:

In accordance with the Governor's Executive Order 98-04, all bidders are herein notified that the Contract and Grant Disclosure and Certification Form" must be completed by the successful bidder BEFORE a purchase order can be issued. The form is available on our web site: <http://purchasing.atu.edu>.

"Failure to make any disclosure 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 the terms of this contract. Any contractor, whether an individual or an 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".

EQUAL EMPLOYMENT OPPORTUNITY FORM:

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). The form is available on the Purchasing Department's web site: <http://purchasing.atu.edu>.
Failure to do so may result in rejection of bid.

ASSIGNMENT:

No contract(s) resulting from this Request for Quotation may be assigned without prior approval by the University.

SIGNATURE:

Bids must be manually signed, in ink, by an agent with authority to bind the company.

VENDOR'S RESPONSIBILITIES:

Successful bidder must provide training for departments. Training may be either on a department-by-department basis or in a group setting. If a group session is chosen, at least two (2) training sessions must be provided at times coordinated with the University.

Successful bidder must provide any surge protectors, etc., needed to protect the equipment.

SERVICE:

Successful bidder must have the capability to respond to all calls for service within eight (8) working hours of notification of need. Provide the location of the nearest maintenance facility:

_____	Tel: _____
_____	Fax: _____
_____	E-mail: _____

TERMINATION:

Arkansas Tech University or the vendor may terminate this contract with a two (2) weeks written notice. Reasons for early termination by the University may include but are not limited to:

- a) Failure to respond to call for service within eight (8) working hours three (3) or more times per year
- b) Excessive downtime of machine (defined by ATU)
- c) Consistently poor quality copies (defined by ATU)
- d) Failure of supplies to yield the approximate number of copies noted in RFQ resulting in increased copy costs
- e) ATU's decision not to exercise the renewal option

NOTIFICATION OF ESCALATION:

Bidder agrees that the University will be notified of anticipated lease and/or supply cost increases at least thirty (30) days prior to renewal date of July 1.

PAYMENT:

Charges are to be **billed monthly** to the University. Submit invoices to:

Arkansas Tech University	Tel: 479-968-0691
Accounts Payable Office	Tel: 479-964-0512
Administration Building Room 205	
1509 North Boulder Avenue	Fax: 479-968-0303
Russellville, AR 72801-2222	

OVERAGES:

Overages are to be calculated and billed based on the **ANNUAL** usage.

It will be the responsibility of the vendor to obtain meter readings from the using department.

The initial meter reading **MUST** be furnished to the Purchasing Department.

COPIERS TO BE REPLACED:

The following are estimates only. The actual number and speed of copiers ordered will be determined by the availability of funds and the anticipated needs of the relocating departments.

LETTER-SIZE CPM	ESTIMATED QUANTITY	ANNUAL COPY RANGE	COMMENTS
20 to 29 cpm	9 departments	5,000 to 50,000	
30 to 39 cpm	10 departments	10,000 to 90,000	1 to be networked
40 to 49 cpm	12 departments	30,000 to 250,000	1 to be networked 2 copiers in one department
50 to 59 cpm	9 departments	60,000 to 265,000	1 to be networked
60 to 69 cpm	2 departments	135,000 to 400,000	2 copiers in one department
70 to 79 cpm	1 department	300,000	Networked

DIGITAL COPIERS – MINIMUM SPECIFICATIONS:

Type:	Console, except the 20 cpm machines (with stand)
Document Feeder:	ADF or RADF
Automatic Duplexing:	2:2, 2:1, 1:2
Scan once, print many	Electronic Sorting and Criss-cross Sorting
Paper Supply:	Automatic dual drawer/cassette system with not less than 500 sheets each
Automatic Reduction and Enlargement:	Preset ratios and variable
Multiple Copies:	1 to 999, except the 20 cpm machines (1 to 99)
Originals:	Sheets and bound documents up to 11" x 17"
Maximum Original Size:	11" x 17"
Maximum Copy Size:	11" x 17"
Sheet Bypass	Copy control system
Job Interrupt Feature	Automatic Exposure
Automatic Paper Select	Automatic Start
Diagnostics	Automatic Magnification Selection
Meter for tracking copies	

Please answer the following questions:

QUESTION	YES or NO
In the event of a misfeed, can the copier automatically recover the job?	
Does the copier “lose” data (queued jobs) when interrupted (power interruption)?	
Does copier have a copy reserve feature that allows a copy job to be programmed while another job is in process? If yes, how many jobs can be programmed? _____	
Is the copy reserve feature automatic?	
Are there time restrictions on the job programming?	
Does the control panel display status of current job and others in the queue?	
Is there a job-time remaining display?	
Does copier design provide easy access to misfeeds?	

OPTION 1: BASE RATES FOR 20 TO 29 LETTER-SIZE CPM

Base Rate Per Month	DESCRIPTION
\$	4,000 copies per year
\$	5,000 copies per year
\$	6,000 copies per year
\$	7,000 copies per year
\$	8,000 copies per year
\$	10,000 copies per year
\$	15,000 copies per year
\$	20,000 copies per year
\$	25,000 copies per year
\$	30,000 copies per year
\$	40,000 copies per year
\$	50,000 copies per year
\$	60,000 copies per year
\$	70,000 copies per year
Each Per Month	OPTIONS
\$	Simple Finisher Sheet Capacity: _____
\$	Stapler-Stacker Sheet Capacity: _____
\$	Large Capacity Paper Tray Sheet Capacity: _____
Each	ADDITIONAL CHARGES
\$	Cost per copy above annual allocation
\$	Toner Yield: _____ copies
\$	Developer Yield: _____ copies
\$	Staples Yield: _____
\$	Other Yield: _____ Describe: _____
\$	DEDUCT FROM ABOVE MONTHLY BASE RATE: Reduce from 2 paper drawers to 1 paper drawer

Machine Make & Model: _____

No. of letter-size copies per minute: _____ Copier Resolution: _____ x _____ dpi

Is a dedicated outlet required? Yes or No: _____

Size of copier with all options listed above: _____" wide x _____" deep x _____" high

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OPTION 2: BASE RATES FOR 30 TO 39 LETTER-SIZE CPM

Base Rate Per Month	DESCRIPTION
\$	10,000 copies per year
\$	20,000 copies per year
\$	30,000 copies per year
\$	40,000 copies per year
\$	50,000 copies per year
\$	60,000 copies per year
\$	70,000 copies per year
\$	80,000 copies per year
\$	90,000 copies per year
\$	100,000 copies per year
\$	110,000 copies per year
\$	120,000 copies per year
\$	130,000 copies per year
\$	140,000 copies per year
\$	170,000 copies per year
\$	200,000 copies per year
\$	225,000 copies per year
\$	250,000 copies per year
Each Per Month	OPTIONS
\$	Simple Finisher Sheet Capacity: _____

\$	Stapler-Stacker Sheet Capacity: _____
\$	Multi-position Stapling Finisher Sheet Capacity: _____
\$	Hole Punch
\$	Large Capacity Paper Tray Sheet Capacity: _____
Each Per Month	NETWORKING Must be compatible with Windows 2000 and XP
\$	Network Interface Card
\$	Print Controller Internal or External: _____
\$	System Memory Size: _____ MB
\$	Hard Drive Size: _____ GB
\$	Software/Drivers
\$	Postscript Fonts
\$	Adobe Postscript Kit
\$	Other Describe: _____
\$	Maintenance of Network Hardware
Each	ONE TIME CHARGE
\$	Installation of Software
Each	ADDITIONAL CHARGES
\$	Cost per copy above annual allocation
\$	Toner Yield: _____ copies
\$	Developer Yield: _____ copies
\$	Staples Yield: _____
\$	Other Yield: _____ Describe: _____

Machine Make & Model: _____

No. of letter-size copies per minute: _____

Copier DPI: _____ x _____ Printer DPI: _____ x _____

Is a dedicated outlet required? Yes or No: _____

Size of copier with all options listed above: _____" wide x _____" deep x _____" high

OPTION 3: BASE RATES FOR 40 TO 49 LETTER-SIZE COPIES PER MINUTE

Base Rate Per Month	DESCRIPTION
\$	20,000 copies per year
\$	30,000 copies per year
\$	40,000 copies per year
\$	50,000 copies per year
\$	60,000 copies per year
\$	70,000 copies per year
\$	80,000 copies per year
\$	100,000 copies per year
\$	110,000 copies per year
\$	120,000 copies per year
\$	130,000 copies per year
\$	140,000 copies per year
\$	150,000 copies per year
\$	160,000 copies per year
\$	170,000 copies per year
\$	180,000 copies per year
\$	190,000 copies per year
\$	200,000 copies per year
\$	210,000 copies per year
\$	220,000 copies per year
\$	230,000 copies per year
\$	240,000 copies per year
\$	250,000 copies per year
\$	260,000 copies per year
\$	270,000 copies per year

	Base Rate for TWO copiers at the same location with a combined total of:
\$	190,000 combined copies per year
\$	200,000 combined copies per year
\$	250,000 combined copies per year
Each Per Month	OPTIONS
\$	Simple Finisher Sheet Capacity: _____
\$	Stapler-Stacker Sheet Capacity: _____
\$	Multi-position Stapling Finisher Sheet Capacity: _____
\$	Hole Punch
\$	Large Capacity Paper Tray Sheet Capacity: _____
Each Per Month	NETWORKING Must be compatible with Windows 2000 and XP
\$	Network Interface Card
\$	Print Controller Internal or External: _____
\$	System Memory Size: _____ MB
\$	Hard Drive Size: _____ GB
\$	Software/Drivers
\$	Postscript Fonts
\$	Adobe Postscript Kit
\$	Other Describe: _____
\$	Maintenance of Network Hardware
Each	ONE TIME CHARGE
\$	Installation of Software
Each	ADDITIONAL CHARGES
\$	Cost per copy above annual allocation
\$	Toner Yield: _____ copies
\$	Developer Yield: _____ copies
\$	Staples Yield: _____
\$	Other Yield: _____ Describe: _____

Machine Make & Model: _____

No. of letter-size copies per minute: _____

Copier DPI: _____ x _____ Printer DPI: _____ x _____

Is a dedicated outlet required? Yes or No: _____

Size of copier with all options listed above: _____" wide x _____" deep x _____" high

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OPTION 4: BASE RATES: 50 TO 59 LETTER-SIZE COPIES PER MINUTE

Base Rate Per Month	DESCRIPTION
\$	50,000 copies per year
\$	60,000 copies per year
\$	70,000 copies per year
\$	80,000 copies per year
\$	90,000 copies per year
\$	100,000 copies per year
\$	110,000 copies per year
\$	120,000 copies per year
\$	130,000 copies per year
\$	140,000 copies per year
\$	150,000 copies per year
\$	160,000 copies per year
\$	170,000 copies per year
\$	180,000 copies per year
\$	190,000 copies per year
\$	200,000 copies per year
\$	250,000 copies per year
\$	260,000 copies per year
\$	270,000 copies per year

\$	300,000 copies per year
\$	350,000 copies per year
\$	400,000 copies per year
\$	450,000 copies per year
Each Per Month	OPTIONS
\$	Simple Finisher Sheet Capacity: _____
\$	Stapler-Stacker Sheet Capacity: _____
\$	Multi-position Stapling Finisher Sheet Capacity: _____
\$	Hole Punch
\$	Large Capacity Paper Tray Sheet Capacity: _____
Each Per Month	NETWORKING Must be compatible with Windows 2000 and XP
\$	Network Interface Card
\$	Print Controller Internal or External: _____
\$	System Memory Size: _____ MB
\$	Hard Drive Size: _____ GB
\$	Software/Drivers
\$	Postscript Fonts
\$	Adobe Postscript Kit
\$	Other Describe: _____
\$	Maintenance of Network Hardware
Each	ONE TIME CHARGE
\$	Installation of Software
Each	ADDITIONAL CHARGES
\$	Cost per copy above annual allocation
\$	Toner Yield: _____ copies
\$	Developer Yield: _____ copies
\$	Staples Yield: _____
\$	Other Yield: _____ Describe: _____

Machine Make & Model: _____

No. of letter-size copies per minute: _____

Copier DPI: _____ x _____ Printer DPI: _____ x _____

Is a dedicated outlet required? Yes or No: _____

Size of copier with all options listed above: _____" wide x _____" deep x _____" high

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OPTION 5: BASE RATES: 60 TO 69 LETTER-SIZE COPIES PER MINUTE

Base Rate Per Month	DESCRIPTION
\$	130,000 copies per year
\$	140,000 copies per year
\$	150,000 copies per year
\$	300,000 copies per year
\$	350,000 copies per year
\$	400,000 copies per year
\$	450,000 copies per year
	Base Rate for TWO copiers at the same location with a combined total of:
\$	700,000 copies per year
\$	725,000 copies per year
\$	750,000 copies per year
\$	775,000 copies per year
\$	800,000 copies per year
\$	825,000 copies per year
Each Per Month	OPTIONS
\$	Simple Finisher Sheet Capacity: _____
\$	Stapler-Stacker Sheet Capacity: _____
\$	Multi-position Stapling Finisher Sheet Capacity: _____
\$	Hole Punch
\$	Large Capacity Paper Tray Sheet Capacity: _____

Each Per Month	NETWORKING Must be compatible with Windows 2000 and XP
\$	Network Interface Card
\$	Print Controller Internal or External: _____
\$	System Memory Size: _____ MB
\$	Hard Drive Size: _____ GB
\$	Software/Drivers
\$	Postscript Fonts
\$	Adobe Postscript Kit
\$	Other Describe: _____
\$	Maintenance of Network Hardware
Each	ONE TIME CHARGE
\$	Installation of Software
Each	ADDITIONAL CHARGES
\$	Cost per copy above annual allocation
\$	Toner Yield: _____ copies
\$	Developer Yield: _____ copies
\$	Staples Yield: _____
\$	Other Yield: _____ Describe: _____

Machine Make & Model: _____

No. of letter-size copies per minute: _____

Copier DPI: _____ x _____ Printer DPI: _____ x _____

Is a dedicated outlet required? Yes or No: _____

Size of copier with all options listed above: _____" wide x _____" deep x _____" high

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OPTION 6: BASE RATES: 70 OR BETTER LETTER-SIZE COPIES PER MINUTE

Base Rate Per Month	DESCRIPTION
\$	275,000 copies per year

\$	300,000 copies per year
\$	325,000 copies per year
\$	350,000 copies per year
\$	400,000 copies per year
Each Per Month	OPTIONS
\$	Simple Finisher Sheet Capacity: _____
\$	Stapler-Stacker Sheet Capacity: _____
\$	Multi-position Stapling Finisher Sheet Capacity: _____
\$	Hole Punch
\$	Large Capacity Paper Tray Sheet Capacity: _____
Each Per Month	NETWORKING Must be compatible with Windows 2000 and XP
\$	Network Interface Card
\$	Print Controller Internal or External: _____
\$	System Memory Size: _____ MB
\$	Hard Drive Size: _____ GB
\$	Software/Drivers
\$	Postscript Fonts
\$	Adobe Postscript Kit
\$	Other Describe: _____
\$	Maintenance of Network Hardware
Each	ONE TIME CHARGE
\$	Installation of Software
Each	ADDITIONAL CHARGES
\$	Cost per copy above annual allocation
\$	Toner Yield: _____ copies
\$	Developer Yield: _____ copies
\$	Staples Yield: _____
\$	Other Yield: _____ Describe: _____

Machine Make & Model: _____

No. of letter-size copies per minute: _____

Copier DPI: _____ x _____ Printer DPI: _____ x _____

Is a dedicated outlet required? Yes or No: _____

Size of copier with all options listed above: _____" wide x _____" deep x _____" high

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OPTION 7: COLOR COPIER: BASE RATES FOR NOT LESS THAN 30 LETTER-SIZE CPM

Base Rate Per Month	DESCRIPTION	
\$	10,000 copies per year	BLACK copies only
\$	20,000 copies per year	BLACK copies only
\$	30,000 copies per year	BLACK copies only
\$	40,000 copies per year	BLACK copies only
\$	50,000 copies per year	BLACK copies only
\$	60,000 copies per year	BLACK copies only
\$	70,000 copies per year	BLACK copies only
\$	80,000 copies per year	BLACK copies only
\$	90,000 copies per year	BLACK copies only
\$	100,000 copies per year	BLACK copies only
\$	125,000 copies per year	BLACK copies only
\$	140,000 copies per year	BLACK copies only
\$	150,000 copies per year	BLACK copies only
\$	175,000 copies per year	BLACK copies only
\$	200,000 copies per year	BLACK copies only
Each Per Month	OPTIONS	
\$	Simple Finisher	Sheet Capacity: _____
\$	Stapler-Stacker	Sheet Capacity: _____
\$	Multi-position Stapling Finisher	Sheet Capacity: _____
\$	Saddle-stitch Finisher with V-fold	

\$	Hole Punch
\$	Large Capacity Paper Tray Sheet Capacity: _____
Each Per Month	NETWORKING Must be compatible with Windows 2000 and XP
\$	Network Interface Card
\$	Print Controller Internal or External: _____
\$	System Memory Size: _____ MB
\$	Hard Drive Size: _____ GB
\$	Software/Drivers
\$	Postscript Fonts
\$	Adobe Postscript Kit
\$	Other Describe: _____
\$	Maintenance of Network Hardware
Each	ONE TIME CHARGE
\$	Installation of Software
Each	ADDITIONAL CHARGES
\$	Cost per copy above annual allocation for BLACK copies
	Number of COLOR copies included in base rate per YEAR
\$	Cost per COLOR copy above annual allocation
\$	Toner: Black Yield: _____ copies
\$	Toner: Cyan Yield: _____ copies
\$	Toner: Yellow Yield: _____ copies
\$	Toner: Magenta Yield: _____ copies
\$	Developer Yield: _____ copies
\$	Staples Yield: _____
\$	Other Yield: _____ Describe: _____

Machine Make & Model: _____

No. of letter-size copies per minute: _____

Copier DPI: _____ x _____ Printer DPI: _____ x _____

Is a dedicated outlet required? Yes or No: _____

Size of copier with all options listed above: _____" wide x _____" deep x _____" high

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ESCALATION CLAUSE

Bidder agrees that the lease rate and/or the cost of supplies will increase only at renewal time, July 1, and that increase will not exceed, from prior year:

DESCRIPTION	2 ND YR	3 RD YR	4 TH YR	5 TH YR	6 TH YR	7 TH YR
Lease rate	%	%	%	%	%	%
Supplies	%	%	%	%	%	%

INFORMATION ON COPIERS OFFERED

Please provide information on copiers offered, **if available**:

CPM	MAKE & MODEL	APPROX. AGE	APPROX. METER COUNT

REFERENCES:

Provide at least three (3) references that are currently using your equipment. Failure to do so WILL result in rejection of bid:

Name & Address	Telephone	Make & Model	Date Installed
1. Contact:			
2. Contact:			
3. Contact:			

Company Name: _____

Signature & Title: _____

Name (printed or typed): _____

Tel No: _____

Fax No: _____

Web Site: _____

E-mail: _____

Date: _____

ARKANSAS TECH UNIVERSITY
Russellville, AR 72801-2222

ATTACHMENT A

A. ATU may NOT contract with another party:

1. To lease any equipment for a period of time which continues past the end of a fiscal year, unless a term of the contract allows cancellation by the University upon 30 days written notice whenever there are no funded appropriations for the equipment. A suggested term is set forth at C.2 below.
2. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
3. To indemnify and defend that party for any liability and damages. However, the State may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to ATU's use or possession of equipment and reimburse that party for the loss caused solely by ATU's use or possession (this is the only form of indemnification to which the State can agree).
4. Upon default to pay all sums to become due under a contract.
5. To pay damages, legal expenses or other costs and expenses of any party.
6. To continue a contract once the equipment has been repossessed.
7. To conduct litigation in a place other than Pope County, Arkansas.
8. To agree to any provision of a contract that violates the laws or Constitution of the State of Arkansas.

B. A party wishing to contract with ATU should:

1. Remove any language from its contract that grants to it any remedies other than:

The right to possession

The right to accrued payments

The right to expenses of de-installation

The right to expenses of repair to return the equipment to normal working order, normal wear and tear excepted

The right to recover only amount due up to the point of repossession and any unamortized nonrecurring costs as allowed by Arkansas Law.

2. Include in its contract that the laws of the State of Arkansas govern the contract.
3. Acknowledge in its contract that contracts become effective when awarded by ATU.

C. ATU MAY contract with another party:

1. To accept the risk of loss of the equipment and pay destruction, loss or damage of the equipment while the University has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the University to carry insurance for such risk.
2. To agree to the following provisions:

In the event funds are not appropriated for the equipment described in this agreement, the University may, upon 30 days written notice to vendor/lessor, cancel this agreement as to that equipment for which no appropriations were made, or, in the event that there are no funded appropriations from which payment can be made for the equipment described in this agreement, customer may, upon 30 days written notice to vendor/lessor, cancel this agreement as to that equipment for which there are no funded appropriations from which payment can be made for the equipment.

D. Attorney General's Opinion 94-101:

"In the event that the anticipated term of any contract (which includes a continuing financial obligation of the State) extends beyond the current biennial period, the contract will be terminable on the part of the State at the end of the current biennial period. *The Director of the Office of State Procurement must approve any and all terminations.* The State may agree to continue the contract, but in no case will any renewal cause the contract to continue beyond a biennial period for which the contract is renewed. Any services or products on contract accepted by the State must be paid for but this does not obligate the State to continue the contract beyond the end of the biennial period."

ARKANSAS TECH UNIVERSITY RFQ STANDARD TERMS & CONDITIONS

Revised 3-17-08

- 1. GENERAL:** Any Special Terms and Conditions included in the Request for Quotation (RFQ) override these Standard Terms and Conditions. The Standard Terms & Conditions and any Special Terms & Conditions become a part of any resultant contract.
- 2. 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.
- 3. 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.
- 4. FAX BIDS:** The University shall not be responsible for mechanical malfunctions that prevent receipt of faxed response by bid opening time and date.
- 5. SIGNATURE:** Failure to sign bid will disqualify it. Person signing bid should show title or authority to bind his firm in a contract. "Signature" means a manual or an 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
- 6. AMENDMENTS:** Bid cannot be altered or amended after bid opening except as permitted by regulation.
- 7. 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.
- 8. PRICES:** Quote FOB destination, freight prepaid. 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.
- 9. DISCOUNTS:** "Discount from list" bids are not acceptable unless requested in the RFQ. 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.
- 10. TAXES & TRADE DISCOUNTS:** Do not include State Sales Tax in your bid. Trade discounts should be deducted from the unit price and the net price shown on bid.
- 11. QUANTITIES:** Quantities stated on "firm" contracts are actual requirements of the University. The quantities stated in "term" contracts are estimated only and are not guaranteed (the University may order more or less than estimated quantity).
- 12. 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. If bidding on other than referenced specifications, bid must show manufacturer, brand or trade name and other description, and should include manufacturer's illustrations and complete descriptions of product offered. *If bidder fails to submit such, the bid may be rejected.*

The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material. Bidder guarantees product offered will meet or exceed specifications identified in the bid invitation. If bidder takes no exception to specifications or reference data in this bid, he will be required to furnish product according to brand names, numbers, etc., as specified in the invitation.

13. GUARANTY: All items bid shall 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. Bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material; and that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished hereunder. Bidder further guarantees that if the items furnished thereunder are to be installed by the bidder that such items will function properly when installed. Bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. Bidder's obligations under this paragraph shall survive for a period of one (1) year from date of delivery, unless otherwise specified herein.

14. SAMPLES: Samples or demonstrators when requested must be furnished free of expense to the University. If samples are not destroyed during reasonable examination, they will be returned to the bidder, if requested, at bidder's expense. Each sample should be marked with the Bidder's name and address, bid number and item number. Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from regular shipments. In the event products tested fail to meet or exceed all conditions and requirements of the original specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

15. ALTERATION OF ORIGINAL RFQ 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/contractor 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 or the original language, they must be submitted in 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.

16. AWARD: Any contract resulting from this RFQ shall be awarded with reasonable promptness by written notice to the lowest responsible and 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. *The University reserves the right to award the item (s) listed on the RFQ "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.

Firm Contract: A written University Purchase Order mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the RFQ results in a binding contract that requires the contract to furnish the commodities or services as stated on the purchase order that will reference the original RFQ documents and number. 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.

Term Contract: A Contract Award will be issued to the successful bidder. It results in a binding obligation of the item(s) or service(s) for specific pricing and time frame without further action at that time by either party. The Contract Award does not authorize any shipment(s) or service(s) to be provided. Shipment(s) of

commodities or the providing of service(s) related to a "term contract" is only authorized by the receipt of a University Purchase Order by the contractor that will list the actual requirement, pricing, delivery location and contract number.

17. TERM OF CONTRACT: The RFQ, Contract Award or Purchase Order will clearly state the period of time the contract will be in effect for each individual contract.

18. 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.

19. 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 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.

20. 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.

21. 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. *Consistent failure to meet delivery without a valid reason may cause removal from the Bidders' List or suspension of eligibility for award.*

22. VARIATION IN QUANTITY: The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the ATU Purchase Order.

23. 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(s), item(s), quantity and pricing;
- (3) and 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.*

24. ATU PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation thereof or developed by the contractor for use hereunder shall remain property of the University, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to the ATU Purchasing Department, properly identifying what is being returned.

25. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold Tech harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.

26. 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.

27. CANCELLATION: Either party may cancel any contract or item award for cause by giving a thirty (30) day notice of intent to cancel.

(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.

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.

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

28. 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.

29. LACK OF FUNDS: The University may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. The University will return any delivered but unpaid goods in normal condition to the contractor. If the University 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 Arkansas Claims Commission for the actual expense. If the contractor has provided services and there are not longer funds legally available to pay for the services, the contractor may file a claim.

30. 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.

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

- (a) the 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) the 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, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of contract and it may be canceled, terminated or suspended in whole or in part;
- (e) the 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.

32. MINORITY VENDORS: The University encourages all small, minority and women-owned 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 groups.

33. 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/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 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.

34. 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 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.

If required, the Contract & Grant Disclosure and Certification Form (F-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form.

34. ARKANSAS TECHNOLOGY ACCESS CLAUSE: The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairment. Accordingly, the vendor represents and warrants to ATU that the technology provided 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:

- (1) providing equivalent access for effective use by both visual and non-visual means;
- (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- (3) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, *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 assisting devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. *Examples of methods* by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance. If requested, the vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

35. EEO POLICY: In accordance with Act 2157 of 2005 of the Arkansas Regular Legislative Session, any business or person responding to a Request for Quotation (Bid) must submit their most current Equal Employment Opportunity Policy (EEO Policy) or certify that they do not have such policy.

36. ILLEGAL IMMIGRANT CERTIFICATION: Act 157 of 2007 of the Arkansas Regular Legislative Session requires that any business or person responding to a Request for Qualifications, a Request for Proposal or a bid for professional services, technical and general services or any category of construction for which the total dollar value is **\$25,000 or greater**, must certify prior to the award of the contract, that they do not employ or contract with any illegal immigrants. Respondents are to certify online at:

http://www.arkansas.gov/dfa/procurement/pro_immigrant.html.

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

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