

## BID SOLICITATION -- STANDARD TERMS AND CONDITIONS

1. **Exclusive Agreement** -- Any purchase order issued as a result of this bid solicitation, constitutes the exclusive agreement between the parties and shall include these terms and conditions when awarded. The terms and conditions cannot be changed without prior written consent of both parties. The laws of the State of Iowa shall apply in all disputes. Unless exceptions are clearly noted in the bid response, the goods shall conform to specifications, drawings, and any other description attached hereto and shall be free from defects in materials and workmanship.
2. **Preservation and Packaging** -- All items shall be packaged and packed best commercial pack at no additional charge to the University. Such procedure shall require the inclusion of a packing list with each shipment that identifies the contents.
3. **Delivery Schedule** It is understood by the parties hereto that with respect to delivery, time is of the essence. Therefore, failure to deliver procured goods on time may result in termination of the awarded Purchase Order at the option of the University. Where late goods are accepted by the University with or without objections, such acceptance shall not constitute waiver of the requirements of timely performance hereunder when performance is divisible.
4. **Receipt** -- The University shall be deemed to have received goods procured hereunder when such goods have been deposited at the University's dock and all bills of lading or other shipping papers which require signature by the University have been signed.
5. **Acceptance** -- In spite of receipt, the University shall be deemed to have accepted goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first, unless specific acceptance criteria are attached hereto, which criteria shall take precedence.
6. **Rejection/Termination** -- All goods procured hereunder are subject to inspection and acceptance by the University. All goods which are rejected for nonconformity are rejected at the Vendor's expense and shall be returned to Vendor at its risk of loss and expense. In the event of breach by the Vendor of any of the terms and conditions of the awarded Purchase Order, the University shall have the right to terminate this agreement by giving oral or written notice to the Vendor. Such notice shall be effective upon actual receipt.
7. **Assignment** -- All monies due and owing hereunder shall not be assigned to a third party without written consent of both parties.
8. **Warranties** -- The Vendor expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314 (2) of the Uniform Commercial Code in effect on the date of this order in the State of Iowa. Additionally, the goods shall conform to specifications, drawings, and any other description and shall be free from defects in materials and workmanship.
9. **Taxes** -- The University is exempt from payment of all federal or state taxes. Exemption certificates will be furnished upon request.
10. **Title to Goods** -- Vendor warrants that the goods offered hereunder are free from all liens, claims, or encumbrances.
11. **Vendor/Contractor Rights Assignments--Antitrust Claims** -- When awarded, contractor through its duly authorized agent, conveys, sells, assigns, and transfers to Iowa State University and the State of Iowa all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or herein acquired.
12. **Indemnification** -- To the extent that goods are not manufactured in accordance with Buyer's designs, Seller shall defend, indemnify and hold harmless Buyer, Buyer's assignees, and other users of the goods from and against any claim of infringement of any Letters Patent, Trade names, Trademarks, Copyright or Trade secrets by reason of sale or use of any articles purchased hereunder. Buyer shall promptly notify Seller of any such claim.
13. **Guarantee** --Vendor warrants and guarantees to Buyer that the articles are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug and Cosmetic Act; the Consumer Product Safety Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Hazards and Substance Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act, the Copeland " Anti-kickback" Enforcement Act (18 U.S.C. 874 and 40 U.S.C. 276c); the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Rights to Inventions 37 CFR Part 401; and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).
14. **Federal Subcontract** -- If this agreement constitutes a subagreement under a prime contract with a federal agency, the terms and conditions of the prime contract shall prevail.
15. **Hazardous Material** -- All packaging, transportation and handling of hazardous material shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29 CFR 1910, 1200, and Iowa Administrative Code, Section 530.
16. **Nondiscrimination** -- Vendor is subject to and must comply with provisions of the Board of Regents, State of Iowa, Equal Opportunity Policy and applicable state and federal antidiscrimination laws. Vendor shall comply with Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375, as supplemented by regulations of 41 CFR part 60.
17. **Cancellation** -- Buyer reserves the right to cancel this agreement for convenience by giving Vendor written notification.
18. **Public Records** -- The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.
19. **Clean Air and Water Certification** -- Vendor certifies that it is in compliance with the Clean Air Act (42 U.S.C. 7401) and the Federal Water Pollution Control Act (33 U.S.C. 1251), as amended, and that its facilities are not on the Environmental Protection Agency (EPA) List of Violating Facilities. Vendor will immediately notify Buyer's purchasing department of the receipt of any communication indicating that any of the Vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
20. **Debarred, Suspended and Ineligible Status** -- Vendor certifies that it has not been debarred, suspended, or declared ineligible nor is it included on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689. Vendor will immediately notify Buyer's purchasing department if Vendor is placed on this list.
21. **Access to Company Records/Audits** -- Company shall retain all records and provide unlimited access, at reasonable times, to all accounting records relating to the goods and services furnished during the term of, and for five (5) years after, or longer if required by state or federal statute, to any contract or order resulting from this bid. ISU reserves the right to audit such records and employ the Auditor of the State of Iowa or other auditors as ISU deems appropriate. Should such audit disclose incorrect billings or improprieties, ISU reserves the right to charge Company for the cost of the audit and pursue appropriate reimbursement. Evidence of criminal intent will be turned over to the proper authority.