

STANDARD TERMS AND CONDITIONS

IMPORTANT NOTICE REGARDING ALABAMA SALES TAX

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. **BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557,** they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

By acceptance of a University of South Alabama purchase order or contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Important Notice: The University of South Alabama has partnered with [PaymentWorks](#), a third-party onboarding platform, to establish a no cost supplier onboarding process. PaymentWorks was selected due to its enhanced security and risk mitigation capabilities, so our suppliers can rest assured that their company data is safe.

Suppliers who wish to do business with the University of South Alabama, are required to register as a payee in PaymentWorks. This platform allows our suppliers to own their own data, connect with other businesses and send updated company information to all connected customers in one portal.

If you have not registered yet, please request a PaymentWorks invitation from the department to whom you are providing goods or services.

1. PREPARATION OF BIDS

- 1.1 Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 1.2 All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing bid.
- 1.3 Brand Name References: Unless specified "No Substitute," any catalog brand name or manufacturer's reference used in the bid invitation is for descriptive/comparison purposes only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. 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, samples, or demonstrators. The bidder guarantees that the product offered will meet or exceed the referenced product and/or specifications identified in this bid invitation. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the invitation.
- 1.4 Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
- 1.5

awarding authority's estimated cost or of the contractor's bid, but in no event more than ten thousand dollars (\$10,000) unless otherwise stated on this Request for Sealed Bids unless otherwise noted in this Request for Sealed Bids.

In addition, the successful bidder for public works projects valued in excess of \$50,000, shall provide a performance bond, with penalty equal to 100 percent of the amount of the contract price, and a payment bond, payable to the awarding authority letting the contract, shall be executed in an amount not less than 50 percent of the contract price, with the obligation that the contractor or contractors shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond unless otherwise noted in this Request for Sealed Bids.

18. STORAGE

18.1 The University will be responsible for storage if the contractor delivers within the time required and the University cannot accept delivery.

19. VARIATION IN QUANTITY

19.1 The University of South Alabama assumes no liability for commodities produced, processed, or shipped in excess of those quantities specified on the University purchase order.

20. STATE PROPERTY

20.1 Any specifications, drawings, technical information, dies, cuts, negatives, positive, data, or any commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the University and the State and shall be kept confidential, used only as expressly authorized and returned to the University at the contractor's expense. Commodities must be properly identified by description when returned.

21. PATENTS OR COPYRIGHTS

21.1 The contractor agrees to indemnify and hold the University harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.

22. ASSIGNMENTS

22.1 Any contract entered into pursuant to the Request for Sealed Bids is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

23. OTHER REMEDIES

23.1 In addition to the remedies outlined herein, the contractor and the University of South Alabama have the right to pursue any other remedy permitted by law or in equity.

24. ANTI-TRUST ASSIGNMENT

24.1 As part of the consideration for entering into any contract pursuant to the Request for Sealed Bids, the bidder named on the front of the Request for Sealed Bids acting herein by the authorized agent, hereby assigns, sells and transfers to the University of South Alabama all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the state of Alabama for price fixing, which causes of action have accrued.

25. CLARIFICATIONS

25.1 Any interpretation or correction of the bid documents or specifications will be made only by addendum and will be mailed or delivered to each bidder of record. The University of South Alabama will not be responsible for any oral explanations or interpretations of this bid. All questions concerning this Request for Sealed Bids must be addressed to the University of South Alabama Purchasing Department, 650 Clinic Drive, Suite 1400, Mobile, AL 36688-0002 (Telephone 251-460-6151).

26. PROPRIETARY INFORMATION

26.1 All bid information, proposals, applications, briefs, sales brochures, etc. will become the property of the University of South Alabama when submitted in response to this Request for Sealed Bids. All bid documents submitted by the bidder shall be available for public inspection after bid opening.

27. PRODUCT INFORMATION

27.1 Bidders are requested to submit technical and descriptive literature, with bid. InformationInfor, o14.4 (r)-1.4 n

28. TERMS AND CONDITIONS

- 28.1 To be considered, bidders must include as part of their bid all of the provisions of this Request for Sealed Bids. An official authorized to bind the bidder must sign bids. If the bidder submits standard terms and conditions with his bid, and if any section of those terms is in conflict with the laws of the State of Alabama, the laws of the State of Alabama will govern. Standard terms and conditions submitted may require alteration upon mutual agreement to adequately reflect all conditions of this Request for Sealed Bids and the bidder's response.