The following conditions are made a part of this Invitation For Bid and any resulting purchase order contract between the University and Seller, and bidder agrees as follows:

1. ACCEPTANCE OF TERMS:
   a. Written acceptance or shipment of all or any portion of the items covered by any purchase order resulting from this Invitation For Bid shall constitute unqualified acceptance of all its terms and conditions.
   b. No modification of any of the terms or conditions of this order, including, but not limited to, delivery, price, quality, quantities, and specifications, will be effective without the prior written consent of the University.
   c. Any additional or different terms and conditions which may appear in any communication from Seller or in any printed form of Seller are hereby rejected and shall not be effective or binding unless specifically agreed to in writing by the University.
   d. No such additional or different terms or conditions shall become part of the purchase order despite the University’s acceptance thereof unless such acceptance specifically agrees to their inclusion.

2. SHIPPING INSTRUCTIONS:
   a. Unless otherwise specified, shipments will be prepaid via cheapest common carrier, F.O.B. destination. If terms are F.O.B. shipping point, seller will prepay and list shipping charges separately on invoices. Substantiation of prepaid freight must be attached to seller’s invoice. The University cannot accept C.O.D. shipments.
   b. The University Purchase Order number MUST appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence. Memorandum of contents shall be enclosed in each box or package.
   c. All shipments of hazardous material must be accompanied by Material Safety Data Sheets in accordance with applicable laws.

3. TIME OF DELIVERY:
   a. Time of delivery is of the essence of this contract and the order is subject to cancellation for failure to deliver on time. Any exception to the delivery date specified in the purchase order must be approved in writing by the procurement officer prior to the specified delivery date.
   b. On all items delivered in error or in excess of the quantity ordered, the University reserves the right to return said items at Seller’s expense. Seller agrees to hold the University harmless for any damage, destruction, or other loss during such return.

4. PRICE:
   a. The University shall receive the benefit of any general reduction in Seller’s prices prior to delivery and in no event shall the University be charged higher prices than Seller’s similar customers who take delivery in substantially the same amounts and in substantially similar circumstances.
   b. If no price is stated in the order, the price shall be the price last quoted or paid, or the prevailing market price, whichever is lower.
   c. Prices bid shall be exclusive of any federal or state taxes from which the University of Alaska is exempt. Tax exemption No.125217.

5. SPECIAL CHARGES: Seller shall be responsible for payment of all charges for handling, packaging, wrapping, bags, containers, reels and related matters unless the University has assumed an express obligation thereof.

6. PAYMENTS:
   a. Payments for goods and services furnished under any order resulting from this Invitation For Bid will be due thirty (30) days after the latter of (1) receipt of goods or services established in this order (2) receipt of proper billing for such goods or services, and (3) receipt of all documents required by this order.
   b. The University shall not be liable for interest charges on late payments.
7. **DISCOUNT DATE:** Cash discount period on any invoice received shall commence on the date shipment is received by the University. In the event of adjustment or damage to a shipment subject to cash discount, the discount period will commence on the date the shipment is finally accepted.

8. **ACCEPTANCE OF GOODS:**
   a. All work performed and all goods delivered are subject to the University's inspection and acceptance at destination notwithstanding any payments or inspection at source.
   b. Final inspection and acceptance shall be conclusive except as to hidden damage found in a timely manner, latent defects, fraud, such gross mistakes as amount to fraud, and Seller's warranty obligations.
   c. Goods rejected by the University for whatever reason may be held, transported and/or stored by the University at Seller's sole expense. Seller shall promptly reimburse the University for any expense which the University has advanced on Seller's behalf in so holding, transporting and/or storing.

9. **RIGHT TO INSPECT PLANT:** The University may, at reasonable times, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of this contract.

10. **WAIVER:** The waiver of any breach of the terms of this contract by the University shall not constitute a waiver of any subsequent breach, nor shall any payment for goods delivered or services constitute such waiver.

11. **WARRANTIES:**
   a. Seller warrants that all articles, materials, and equipment supplied under this contract conform to the specifications of this contract, to be of merchantable quality, and to be free from defect in materials and workmanship.
   b. Equipment, articles and/or materials received which do not conform to the above warranties may be held or returned at Seller's expense and at Seller's risk of loss or damage at the discretion of the University.
   c. The University requires that successful bidders/contractors honor guarantees and warranties offered by the manufacturer.

12. **LIENS OR CLAIMS:** Seller warrants the equipment, articles and/or materials furnished under the terms of this contract are unencumbered and not subject to any lien or claim.

13. **NOVATION, CHANGE OF NAME OR ASSIGNMENT:**
   a. University contracts are not transferable, or otherwise assignable without the express written consent of the Chief Procurement Officer. Requests for transfer or assignment of a contract must be made in writing, and in advance.
   b. Assignment of monies due under this contract is permissible, except that the instrument of assignment must provide that the assignment of monies is subject to prior claims of persons, firms and corporations for services or supplies provided in the performance of the contract.

14. **AUTHORITY:** The procurement officer whose name appears on the cover sheet of this solicitation has authority to act as agent for the University. Seller is cautioned that instructions contrary to the provisions of this solicitation, which are received from employees not specifically delegated authority to act in this matter, are not valid or binding on the University.

15. **MODIFICATIONS:**
   a. The University may make modifications within the general scope of this order by giving notice to Seller and subsequently confirming such modifications in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made.
   b. No modification by Seller will be recognized without written approval of the University. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from
the date of receipt by Seller of notification of such modifications unless the University waives this condition.

c. Nothing in this Article shall excuse Seller from proceeding with performance of the order as modified hereunder.

16. INDEMNIFICATION:

a. Seller agrees to hold the University harmless from, and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this contract.

b. Seller agrees to indemnify and save harmless the University of Alaska, its Board of Regents, officers, agents and employees from and against all claims, demands, judgements, costs and expenses (including reasonable attorney fees) which may arise from any breach or alleged breach of any of Seller's obligations or warranties hereunder, or which may arise by reason of injury to any person or damage to any property attributable to the acts or omissions of the Seller, its officers, agents, employees, subcontractors, suppliers or assigns in connection with Seller's performance of its obligations pursuant to this order.

c. Seller assumes all risks of damage or injury to Seller's own property or person acting for or on behalf of Seller from whatever cause.

d. Nothing herein shall be construed so as to relieve University from liability arising solely as a result of its own gross negligence.

17. TERMINATION, DELAYS AND EXCUSED PERFORMANCE:

a. The University may, by written notice stating the extent and effective date, terminate this order for convenience, in whole or in part, at any time. University shall pay the Seller as full compensation for performance until such termination: (1) The unit or pro rata price for the delivered and accepted portion. (2) A reasonable amount, as approved by the procurement officer, not otherwise recoverable from other sources by the Seller with respect to the undelivered, unperformed, or unaccepted portion of the order; provided compensation hereunder shall in no event exceed the total order price.

b. The University may, by written notice, terminate the order for Seller's default, in whole or in part, at any time, if the Seller refuses, or fails to comply with the provisions of the order or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time or fails to make delivery or perform within the time specified or any written extension thereof. In such event, the Seller shall be liable for any and all incidental damages incurred by the University including but not limited to cost of inspections, receipt, transportation, care, custody and cover costs. Seller shall also be liable for any and all consequential damages incurred by University that are related to such breach.

c. If performance is delayed through no fault, and for reasons beyond the reasonable control of the Seller, an extension of time may be granted for completion. If a delay is determined to have been caused by the University, the time for performance, and the price of the contract may be subject to adjustment. In such case, the sole remedy shall be the actual and necessary expenses incurred by the Seller directly attributable to the University's action, but in no event will allowance be made for the Seller's anticipated or lost profits.

d. Seller is obligated in any event to notify University without delay when he/she has reason to believe performance will or may be delayed.

18. CONTRACT DISPUTES: Disputes arising in contracts issued as a result of this Invitation For Bid shall be governed by the provisions of Alaska Statute 36.30 et seq.

19. ROYALTY FEES: Seller shall pay all royalty and license fees relating to items or services provided in this order.

20. LIABILITY FOR UNIVERSITY-FURNISHED PROPERTY: Seller assumes complete liability for any tools, articles or material furnished by University to Seller in connection with this order. Seller agrees to
pay for all such items so furnished and spoiled by it or not otherwise accounted for to University's satisfaction. The furnishing to Seller of any tools, articles or material in connection with this order shall not unless otherwise expressly provided. b. construed to vest title thereto in Seller.

21. AA/EEO: Seller agrees to comply with all applicable portions of the Federal Civil Rights Act of 1964 and Equal Employment Opportunity Act, AS 18.80.010-18.80.300, and the regulations issued under these acts by the state and federal governments, as applicable.

22. OTHER APPLICABLE LAWS: Any provision required to be included in an agreement of this type by any applicable and valid Executive Order, Federal, State, or local laws, ordinance, rule or regulation, including the Renegotiation Act of 1951, as amended, and examination of records by the U.S. Comptroller General shall be deemed to be incorporated herein. All applicable portions of Alaska Statutes 45.01 to 45.09, et seq. (UCC), are by this reference deemed a part of this order.