

CONTRACT NUMBER:

EFFECTIVE DATE:

EXPIRATION DATE:

**UNIVERSITY OF GEORGIA  
FIELD TERM OPEN CONTRACT**

Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_, by and between University of Georgia Procurement Office on behalf of the University of Georgia (UGA), hereinafter referred to as the Agency, and \_\_\_\_\_, hereinafter referred to as Vendor.

WHEREAS, the UGA Procurement Office is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment for the Agency; and

WHEREAS, bids have been solicited for the sale of the items listed herein to the Agency; and

WHEREAS, the UGA Procurement Office has determined that the Vendor above named is the lowest responsible bidder (one of the lowest responsible bidders) on such items within the statutory meaning of that term;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. CERTIFICATION.

The UGA Procurement Office does hereby certify the above named Vendor as a source of supply for the items listed herein to the Agency pursuant to the provisions of the Purchasing Act (Official Code of Georgia Annotated, Chapter 50-5).

2. ORDERS.

Orders shall be placed individually and from time to time by the Agency, by the issuance of a Field Purchase Order referencing this Contract and detailing the items ordered. No shipment shall be authorized until such issuance of a Field Purchase Order.

3. PAYMENT.

The Agency shall pay the amount set out in the attached Item Schedule for any goods purchased hereunder. Payments shall be made individually by the Agency according to invoice, for each lot shipped.

4. PRICE.

The prices quoted and listed on the attached Item Schedule shall be firm throughout the term of this Contract. For subsequent renewal terms, the prices will not be increased except as specifically authorized herein.

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5. TERM.

The term of this contract shall be one year from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Agency during said term shall be filled at the contract price.

6. DELIVERY.

The goods shall be delivered by the Vendor to the Agency at the destination indicated on the Field Purchase Order, within the delivery time specified on the bid form.

7. FREIGHT.

All goods shall be delivered F.O.B. Destination.

8. RENEWAL.

The UGA Procurement Office may, at its discretion and with the written consent of the Vendor, renew this contract annually upon mutual agreement for a maximum term of five (5) years.

9. EXTENSION.

In the event that this contract shall terminate or be likely to terminate prior to the making of an award for a new contact for this commodity, the Agency may, with the written consent of the Vendor extend this Contract for such period as may be necessary to afford the Agency a continuous supply of the items listed in the Item Schedule, pursuant to Article VI, Section 16 of the Georgia Vendor Manual.

10. NON-EXCLUSIVE CONTRACT.

This Contract is entered into solely for the convenience of the Agency, and it in no way precludes the Agency from obtaining like goods from other suppliers. Such action shall be made at the sole discretion of the Agency and shall be conclusive.

11. QUANTITIES.

Unless otherwise set forth herein, the Agency shall not be required to purchase any minimum amount during the term of this Contract, nor shall it be limited to any maximum amount during the term of this Contract.

12. COMPLIANCE WITH STATUTES.

The Vendor shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to the supply of any items to any Agency pursuant to this Contract.

13. APPLICABLE LAW.

This contract shall be governed in all respects by the laws of the State of Georgia

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14. TRADING WITH STATE EMPLOYEES.

This Contract does not and will not violate the provisions of the Official Code of Georgia Annotated Section 45-10-20 et. seq.

15. TITLE AND RISK OF LOSS.

Title to any items ordered and liability for risk of loss shall remain with the Vendor until delivery to and acceptance by the Agency.

16. ADDITIONAL TERMS.

The Agency shall not be bound by any terms and conditions included in any Vendor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

17. ASSIGNMENT AND DELEGATION.

This Contract or any performance required by it shall not be assigned or delegated in whole or in part without the express written consent of the UGA Procurement Office.

18. GEORGIA VENDOR MANUAL.

The provisions of the Georgia Vendor Manual are incorporated herein by reference and made a part hereof just as if it had been fully set out herein. Provided, however, that in the event of a conflict between the terms and conditions contained therein and the terms and conditions of this Contract, the latter shall govern.

19. WAIVER.

The waiver by the Agency of the breach of any provision contained in this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in the Contract. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

20. SHIPMENT OF OTHER ITEMS.

The Vendor may ship any items on the Item Schedule attached hereto as a part of any order made pursuant to this Contract, provided the items are specifically ordered under the field purchase order and are a minority of the items and dollar value ordered.

21. INVITATION TO BID AND AWARD.

The terms, conditions and specifications of the Invitation to Bid and the award made in connection

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with this Contract are incorporated herein by reference and made a part hereof just as if they had been fully setout herein.

22. ANTITRUST ACTIONS.

For good cause and as consideration for executing this Contract or placing this order, Vendor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the State of Georgia all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the State of Georgia pursuant hereto.

23. DRUG-FREE WORKPLACE.

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance on this contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that:
  - (1.) A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and
  - (2.) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
  - (1.) The Contractor has made false certification herein above; or
  - (2.) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

24. ENTIRE AGREEMENT.

This Contract, as executed and approved, shall constitute the entire agreement between the parties, and no change in or modification of this Contract shall be binding upon the Agency unless the change or modification shall be in writing, consented to and approved by the Agency.

25 SPECIAL TERMS AND CONDITIONS:

(Attached are any special terms and conditions to this Contract, if applicable:)

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IN WITNESS WHEREOF, the parties have executed this Contract on the date first written above.

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Vendor Signature

UNIVERSITY OF GEORGIA  
PROCUREMENT OFFICE

\_\_\_\_\_  
Purchasing Agent

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**VENDOR DATA SHEET  
FIELD TERM CONTRACT - OPEN**

1. Firm: \_\_\_\_\_  
Address: \_\_\_\_\_
2. Orders to be mailed to:  
Firm: \_\_\_\_\_  
Address: \_\_\_\_\_
3. Payments to be mailed to:  
Firm: \_\_\_\_\_  
Address: \_\_\_\_\_
4. Contract Administrator:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: (      ) \_\_\_\_\_ Toll Free Phone \_\_\_\_\_  
(if available)  
Fax Number: (      ) \_\_\_\_\_ E-mail address: \_\_\_\_\_
5. Orders will be shipped within \_\_\_\_\_ days after Receipt of Purchase Release Order.
6. Cash Discount \_\_\_\_\_ % \_\_\_\_\_ Days
7. Payment Terms: Net 30 Days
8. Initial one:  
Bid offer is limited to this Agency only \_\_\_\_\_  
Bid offer is available to all State agencies \_\_\_\_\_  
Bid offer is available to all State agencies and Political Subdivisions \_\_\_\_\_
9. Initial one:  
I will accept the purchasing card for purchases made from this contract \_\_\_\_\_  
I will not accept the purchasing card \_\_\_\_\_

NOTE: Exceptions, if any, to terms and conditions should be stated below.