

STANDARD TERMS AND CONDITIONS
(BID/RFP)

1. **GENERAL:** Any special terms and conditions included in the Invitation for Bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the University.
2. **ACCEPTANCE AND REJECTIONS:** 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 to best serve the interest of the University.
3. **BID SUBMISSION:** Bids must be submitted on this form with attachments, when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. Each bid should be placed in a separate envelope completely and properly identified. The bid must be typed or printed. Late bids will not be considered under any circumstances. **SIGNATURE:** Failure to sign the bid will disqualify it. The person signing the bid should show title or authority to bind his firm in a contract.
4. **NO BID:** If submitting a bid, the bidder should respond by returning the front page of this form, marking it "NO BID" and explaining the reason on the bid. The bidder may be removed from the bidders' list by failure to respond three times in succession.
5. **PRICES:** Quote FOB destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Invitation for Bid. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discounts from list" bids are not acceptable unless requested in the Invitation for Bid.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. 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. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to the specifications or reference data, he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **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 the bid invitation. The bidder hereby guarantees that everything furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless specified herein.
8. **SAMPLES:** Samples, or demonstrators, when requested, must be furnished free from expense to the University. If samples are not destroyed during reasonable examination, they will be returned to the bidder, if requested, within ten days following the opening of bids, at the bidder's expense. 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.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples demonstrators submitted with the bid or on samples taken from regular shipment. In the event product tests fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** On items subject to Federal Excise Taxes, a bidder MUST state the amount of tax included in prices quoted. The University is exempt from payment of such taxes and exemption certificates will be issued covering the amount of such taxes included in the bid. State "use" or "sales" taxes are NOT included in bid prices, but where required by law, will be paid by the University as an addition thereto on purchase or commodities.
12. **TYPE OF CONTRACTS:** (A) TERM contracts are for "requirements" during a definite period of time as stated but quantities shown are estimated and may vary. A Contract Award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment against a term contract is authorized by the receipt of a "Delivery Order" from the ordering Department. (B) FIRM contracts are for a fixed number of units to be delivered immediately upon receipt of award or at such time(s) and in such quantities as may have been stated in proposal. A written University Purchase Order mailed, or otherwise furnished, to the successful bidder with the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party.
13. **DELIVERY TIME:** Bid must show number of days required to place commodity in designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in thirty calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. If delay is foreseen, contractor shall give written notice to the University Purchasing Official. The University Purchasing Official has the right to extend delivery if reasons appear valid.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the University Purchasing Official. Delivery shall be made during agency work hours only, 7:30 a.m. to 3:00 p.m., unless prior approval for other delivery has been obtained from the University. Packing memoranda shall be enclosed with each shipment. Final inspection and acceptance or rejection will be made after delivery. Items rejected because of nonconformance or damage shall be removed and replaced immediately with those which meet specifications, all at the expense of the contractor.
15. **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, authorize the University Purchasing Official to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the University Purchasing Official of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

16. **VARIATION IN QUANTITY:** The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
17. **UNIVERSITY PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the University, be kept confidential, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.
18. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the University harmless from all claims, damages, and costs, including attorneys' fees, arising from infringement of patents or copyrights.
19. **ASSIGNMENT:** Any contract entered into pursuant to this Invitation for Bid cannot be assigned nor the duties thereunder delegatable by either party without the written consent of the other party of the contract.
20. **OTHER REMEDIES:** In addition to the remedies outlined herein, the University has the right to pursue any other remedy permitted by law or in equity.
21. **LACK OF FUNDS:** The University may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the University. If the University is unable to return commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services the contractor may file a claim.
22. **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 requested by the Human Resources Commission for the purpose of determining compliance with the statute; (c) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be canceled, terminated or suspended in whole or in part; (d) 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.
23. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this 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 bidder for the purpose of securing business.
24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this Invitation for Bid, the firm named on the front of this Invitation for Bid, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the 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.
25. **INTEREST AND CARRYING CHARGES:** A contract may be entered into which contemplates the payment of interest, late charges, *but only when such late charges are incurred sixty (60) days after payment is due.*
26. **DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:** Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the Regulation pursuant thereto. 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 entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subjected to all legal remedies available to the agency.
27. **MEDICARE EXCLUSION NOTICE :** Contractor represents and warrants that it is not excluded from participation, and is not otherwise ineligible to participate, in a "Federal health care program" as defined in 42 U.S.C § 1320a-7b(f) or in any other government payment program. In the event the Contractor is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term of any resultant contract award, Contractor will notify UAMS in writing within three (3) days after such event, and upon the occurrence of such event, whether or not such notice is given to UAMS, UAMS may immediately terminate the contract upon written notice to Contractor.
28. All invoices received in the UAMS Accounts Payable Department containing insufficient information for processing shall be immediately returned to the Vendor.
29. All patient care medical equipment must be delivered to UAMS Clinical Engineering Department, Room 1M/403, prior to delivery to the requesting department. A complete set of service manuals *must* be delivered with the equipment.
30. Bidder must be an authorized distributor of the equipment. Prior to award of a contract, bidder may be required to submit a letter from the manufacturer as proof of authorization. Subcontract the award of contract shall not be allowed.
31. **TECHNOLOGY ACCESS:** When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State 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:
 - Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
 - Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;

- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product.

For purposes of this section, 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 assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.