

UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES (UAMS)

STANDARD TERMS AND CONDITIONS PURCHASE ORDER

1. **GENERAL:** Any special terms and conditions on the face of this Purchase Order shall override these standard terms and conditions. The standard and special terms and conditions are binding for any Purchase Order accepted by the Contractor.
2. **PRICES:** Ship FOB destination. Prices are firm and not subject to escalation without prior consent of the UAMS Procurement Services Department. Approved freight charges shall be part of the special terms and conditions on the Purchase Order.
3. **GUARANTY:** All items supplied shall be newly manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated on the face of the Purchase Order. The Contractor agrees that all items furnished hereunder will function properly when installed or consumed. The Contractor also hereby guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
4. **TESTING PROCEDURES FOR SPECIFICATION COMPLIANCE:** Tests may be performed on samples taken from regular shipments. 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 Contractor.
5. **TAXES AND TRADE DISCOUNTS:** On items subject to Federal Excise Taxes, a Contractor MUST state the amount of tax included in prices quoted. UAMS is exempt from payment of such taxes and an exemption certificates will be issued covering the amount of such taxes included in the quote. State "use" or "sales" taxes are NOT included in bid prices, but where required by law paid by UAMS as separate but related obligations in the procurement of commodities/service.
6. **TYPE OF CONTRACTS:** "TERM CONTRACTS" are requirements during a definite period of time as stated, but quantities are estimated and may vary. The Contract Award issued to the Contractor results in a binding obligation to provide the item(s) or service(s) with specific pricing and time frame without further action by either party. The Contract Award **does not** authorize shipment. The receipt of a Purchase Order from UAMS authorizes shipment against a term contract. "FIRM contracts" are for a fixed number of units to be delivered immediately upon receipt of Purchase Order or in such quantities and delivery schedule as may be stated on the Purchase Order. The UAMS Purchase Order furnished to the Contractor is a binding contract that requires the Contractor to furnish the commodities or services as stated on the Purchase Order.
7. **DELIVERY:** Delivery must occur within the time specified on the Purchase Order. Consistent failure to meet delivery dates without a valid reason may cause removal from bidders' list. If delay in delivery is foreseen, Contractor shall give written notice to the UAMS Procurement Services Department. The UAMS Procurement Service Department has the right to extend delivery if reasons appear valid.
8. **DELIVERY REQUIREMENTS:** Substitutions or cancellations are not permitted without written approval of the UAMS Procurement Services Department. Delivery shall be made during receiving hours only, 7:30 a.m. to 3:00 p.m., unless otherwise indicated or prior

approval for alternate delivery has been obtained from UAMS. THE PACKING LIST MUST BE AFFIXED TO THE OUTSIDE OF PACKING CONTAINER(S). IF SHIPMENT IS MADE IN TWO OR MORE CONTAINERS, EACH CONTAINER MUST HAVE A PACKING LIST INDICATING CONTENTS. THE UAMS PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKING LISTS. THE CONTRACTOR MUST CONTACT THE UAMS DISTRIBUTION CENTER OFFICE 24 HOURS PRIOR TO DELIVERY TO OBTAIN THE DOCK ASSIGNMENT, FAILURE TO DO SO MAY RESULT IN UNLOADING DELAYS AND OTHER EXPENSES OR BOTH. CALL THE RECEIVING MANAGER, 501-686-6543. Final inspection and acceptance or rejection will be made after delivery. Items rejected because of non-conformance or damage shall be removed and replaced immediately with items which meet specifications, all at the expense of the Contractor.

9. **INVOICING:** The Contractor shall be paid upon completion of all of the following: (1) submission of an itemized invoice showing Contractor name and address, invoice date and Purchase order Number, (2) delivery and acceptance of commodity, and (3) proper legal processing of the invoice by all necessary State agencies. Invoice(s) must be sent to "Invoice" address on the order. Invoices received containing insufficient information for processing shall be immediately returned to the Contractor. UAMS Procurement Services Department must be notified immediately of all price deviations on the Purchase Order. Invoices received that have line item price deviations shall be modified to match the price on the Purchase Order if prior approval is not given.
10. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by UAMS staff after delivery. Backorder, default in promised delivery date, or failure to meet the original specifications of the order authorizes the UAMS Procurement Services Department to cancel this contract or any portion(s) of it and procure the commodities, equipment and/or services elsewhere and charge the full increase, if any, to the defaulting Contractor. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for any award.
11. **VARIATION IN QUANTITY:** UAMS will not assume any liability for commodities produced, processed or shipped in excess of the amount specified herein.
12. **UAMS 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 the property of UAMS. Said property shall be kept confidential, shall be used only as expressly authorized, and shall be returned at the Contractor's expense to the FOB point with proper identification of all material being returned.
13. **PATENTS OR COPYRIGHTS:** The Contractor agrees to indemnify and hold UAMS harmless from all claims, damages, and costs, including legal fees, arising from infringement of patents or copyrights.
14. **ASSIGNMENT:** Any contract entered into pursuant to this Purchase Order cannot be assigned and the duties thereunder may not be delegated by either party without the written consent of both parties of the original agreed upon contract.
15. **OTHER REMEDIES:** In addition to the remedies outlined herein, UAMS has the right to pursue any other remedy permitted by law or in equity.
16. **LACK OF FUNDS:** UAMS may cancel this contract to the extent funds are no longer legally available for expenditures under the contract. Any delivered but unpaid for goods will be returned in normal condition to the Contractor by UAMS. If UAMS 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 State Claims Commission for the actual expense.

17. **DISCRIMINATION:** In order to comply with the provisions of ACT 954 of 1977 relating to unfair practices, the Contractor agrees as follows: (a) the Contractor will not discriminate against any employee or applicant for employment because of color, age, handicap or national origin; (b) in all solicitations or advertisements for employees, the Contractor 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 Contractor to comply with the statute, the rules and regulation 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 Contractor will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or Contractor.
18. **CONTINGENT FEE:** The Contractor 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 Contractor for the purpose of securing business.
19. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this Purchase Order, the firm named on the front of this Purchase Order, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to UAMS 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 Arkansas 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 the State of Arkansas pursuant to this Purchase Order.
20. **INTEREST AND CARRYING CHARGES:** A contract may be entered into which contemplates the payment of interest and/or late charges, *but only when such late charges are incurred sixty (60) days after the payment is due.*
21. **GOVERNING LAW:** This transaction shall be interpreted and governed by the State of Arkansas and subject to all provisions of the Uniform Commercial Code. Contractor hereby consents to the jurisdiction of the State of Arkansas and its Federal Courts for the purpose of any suit, action or other proceeding arising out of its obligation hereunder.
22. **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 the 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.
23. **MEDICARE EXCLUSION NOTICE:** The 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 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, The Contractor will notify UAMS in writing within three (3) days after such event. 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 the Contractor.

24. **PATIENT CARE SERVICES:** In the event this Purchase Order requires the Contractor to provide patient care services, the Contractor agrees to provide for the consistent performance of patient care processes as regulations may apply to the Contractor's services. This must be done in accordance with JCAHO and Arkansas Department of Health requirements as outlined in the Guide for Accreditation of Hospitals and Arkansas Department of Health guidelines.
25. **AUTHORIZED DISTRIBUTOR:** The Contractor must be an authorized distributor of all equipment procured by UAMS. Prior to issuance of a Purchase Order, the Contractor may be required to submit a letter from the manufacturer as proof of authorization. Subcontracting the delivery of equipment shall not be allowed.
26. **ARKANSAS TECHNOLOGY ACCESS CLAUSE:** The Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards regarding accessibility by persons with visual impairments. Accordingly, the Contractor represents and warrants to UAMS that the technology provided to UAMS for procurement is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, 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 assisting devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Contractor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.