

## TERMS AND CONDITIONS

### Definitions.

“**Contract**” is as described in Paragraph 1 of these Terms & Conditions.

“**Contractor**” or “**Vendor**” is the individual or entity designated as the “Vendor” on the Purchase Order.

“**Fully Executed**” means signed by both parties in writing or through electronic means that would be deemed a signature under the Federal Uniform Electronic Transactions Act and under the laws of the State of Connecticut.

“**Purchase Order**” is a document so titled on letterhead of UConn. The term “Purchase Order” does not include any documents not on letterhead of UConn.

“**Good**” or “**good**” is any tangible object that is movable as of the date of the Contract, which object is designated for purchase in a Purchase Order. The term includes, without limitation, software licensed by a Vendor.

“**Service**” or “**service**” is the performance of any activity by a Vendor other than the sale and delivery of a Good, which activity is designated for purchase in a Purchase Order. The term includes, without limitation, the installation of goods and the provision of Subscriptions.

“**Purchase**” is a purchase of Goods or Services by UConn.

“**Subscription**” is a right to access property (such as data or a SaaS solution) of the Vendor.

“**UConn**” or “**University**” is all campuses and schools of the University of Connecticut, including UConn Law and UConn Health.

“**UConn Affiliates**” is any UConn employee, student, agent, counsel, auditor, or representative. UConn’s independent contractors and research partners (meaning, an individual or entity providing funding or resources for UConn research) shall also be UConn Affiliates, provided that any such contractor or partner may only use software or Subscriptions hereunder for the purposes of its engagement with UConn.

- 1. Contract.** The Contract is composed of the following documents, which shall govern in the following order of priority: (i) Any document Fully Executed by UConn and the Vendor that governs the Purchase, (ii) the Purchase Order, (iii) these Terms & Conditions, and (iv) any other documents referenced in the Purchase Order. Any documents or terms and conditions linked to, referenced, or incorporated into documents described in (iv), are not included in the Contract and shall have no force or effect.
- 2. Additional Terms.** All terms and conditions other than those in the Contract are expressly rejected. The formation of a binding contract between the parties is expressly conditioned on the parties’ agreement to the Contract and on the rejection of all terms and conditions not included in the Contract. No act or omission of UConn and/or its employees shall be deemed acceptance by UConn of any terms or conditions not included in the Contract nor shall any such act or omission otherwise effectuate a contract between UConn and the Vendor on terms and conditions other than those in the Contract.
- 3. Additional Software and Subscription Terms.** The Vendor shall not require any user of a Good or Service to enter into a separate agreement (including a “click-through” or “shrink-wrap” agreement) as a condition of such user exercising the rights of the University; provided, however, that the Vendor may require a user to acknowledge those limitations on use that UConn and the Vendor have agreed to in the Contract. Any agreement purported to be entered into by such a user that is inconsistent with the preceding sentence shall have no force or effect between the user and the Vendor and/or between UConn and the Vendor. The provisions of this paragraph may not be modified or abrogated by any act or omission of a user.
- 4. Delivery, Title, Risk of Loss of Goods.** This paragraph shall apply to the extent the Contract requires the Vendor to deliver goods to UConn. Delivery of goods shall be FOB destination to UConn, provided that title and risk of loss shall pass to UConn when goods have been actually received, installed (if required under the Contract), and accepted by UConn at the destination specified by UConn. Acceptance for the purposes of the preceding sentence does not limit UConn’s right to reject goods or services pursuant to Paragraphs 5 and 6 hereof. The Vendor assumes full responsibility for packing, crating, marking, transporting and liability for loss or damage in transit, notwithstanding any agreement by UConn to pay freight, express, or other transportation charges. The Vendor is responsible for confirming, before delivery, that all doorways, hallways, elevators, room sizes, service access spaces, and utilities are adequate to facilitate delivery and, if installation is required under the Contract, installation.
- 5. Inspection of Goods.** UConn shall have a reasonable inspection period, but in any event not less than thirty days, after receipt of

a Good or, if installation is required under the Contract, installation, to inspect and test such Good or installation. In the event UConn reasonably determines during such period that a Good or installation fails to conform to industry standards or the requirements of the Contract, UConn may reject the Good. In the event of such rejection, the Vendor shall reinstall or uninstall the Good (which election shall be made by UConn) and UConn may return the Good, all at no cost to UConn. UConn shall not be obligated to make any payments under the Contract unless and until (i) UConn determines that the Good and installation meet industry standards and the standards of the Contract or (ii) the inspection period expires without UConn notifying the Vendor of a non-conformity. No action or inaction of UConn shall be deemed acceptance of a Good supplied in excess of those ordered or of a Good that fails to conform to industry standards or the Contract.

6. **Inspection of Services.** UConn shall have a reasonable inspection period, but in any event not less than thirty days, after completion of a Service (other than installation of a Good described in Section 5) to evaluate such Service. For the purposes of the preceding sentence only, a Subscription is completed when access is provided to UConn. In the event UConn reasonably determines during such period that a Service fails to conform to industry standards or the requirements of the Contract, UConn may reject the Service and, at UConn's option, the Vendor shall re-perform the Service. UConn shall not be obligated to make any payments under the Contract unless and until (i) UConn determines that the Service meets industry standards and the standards of the Contract or (ii) the inspection period expires without UConn notifying the Vendor of a non-conformity. No action or inaction of UConn shall be deemed acceptance of a Service that fails to conform to industry standards or the Contract.
7. **Installation and Clean-Up.** When the Vendor is obligated to install, assemble, set up and/or configure a product as part of the Purchase, the Vendor shall perform that work with the skill of an expert regularly performing the applicable work. The Vendor will remove all packing materials and rubbish from University premises associated with the services.
8. **Payment Terms.** Any payments due to the Vendor under the Contract shall be paid within the time period specified in the Purchase Order; provided that, unless otherwise provided in the Contract, (i) such time period shall be no less than thirty (30) days and (ii) such time period shall be calculated from the latest of (1) the date the invoice is received by UConn; (2) the expiration of any Inspection Period; and (3) the date all goods covered by a Contract are properly received by UConn, all services required under a Contract are complete, and/or UConn is granted proper access to all software covered by a Contract, as the case may be. UConn may withhold payment in whole or in part for goods or services found by UConn to be defective, untimely, unsatisfactory, or otherwise not conforming to the Contract, or not in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations.
9. **Payment of Expenses.** To the extent the Contract provides that UConn will reimburse the Vendor for expenses, such such reimbursement shall only be due to the extent expenses were approved by UConn in advance and to the extent reimbursable under, and otherwise incurred in accordance with, the then-governing UConn policy. The current version of such policy is published on the UConn Travel Services website located at <http://www.travel.uconn.edu>. The Vendor shall provide UConn with such evidence of actual costs incurred as the University may reasonably request.
10. **Invoices.** Invoices shall be in a form reasonably acceptable to UConn and shall include such information as UConn may reasonably request. Without limiting the foregoing, each invoice shall contain UConn Purchase Order number against which such invoice is submitted. UConn shall not be obligated to make payments on invoices that are not in such form and/or that do not contain such information.
11. **Performance, Generally.** The Vendor shall perform the services to UConn's reasonable satisfaction and in a manner consistent with the standard of care and skill of an expert regularly rendering services of the type required by the Contract and with applicable state and federal law.
12. **Ownership and Use.**
  - a. **Work Product.** Without limiting any other rights granted to UConn under the Contract, the Vendor hereby grants to UConn the right to use any work product of the Vendor provided to UConn pursuant to this Contract for the purposes for which such work product is intended.
  - b. **Liens.** Title to the goods purchased under this Contract shall pass to UConn as provided in Section 4. All goods to be so conveyed will be free and clear of any and all encumbrances of any kind.
  - c. **Software.** Without limiting any other rights granted to UConn under the Contract, by providing software (including software

or other intellectual property that may be installed on a good delivered to UConn) to UConn, the Vendor shall be deemed to have granted to UConn a perpetual non-exclusive license to (i) use the applicable such software for its internal, educational, and/or research purposes and (ii) allow UConn Affiliates to use such software for UConn's internal purposes and/or for educational and research purposes.

- d. Access. Without limiting any other rights granted to UConn under the Contract, by providing a Subscription to UConn, the Vendor shall be deemed to have granted to UConn the right to (i) use such Subscription for its internal, educational, and/or research purposes and (ii) allow UConn Affiliates to use such Subscription for UConn's internal purposes and/or for educational and research purposes.
- e. Ownership Warranty. The Vendor represents and warrants that the Vendor holds all rights necessary to convey to the University the rights and interests described in this Paragraph 12.

### **13. Warranties and Representations of the Vendor.**

- a. Acknowledgement. The Vendor acknowledges that UConn is relying on the representations and warranties contained in (without limitation) this Section 11 as essential elements to the Contract, representing material inducements without which UConn would not have entered into the Contract.
- b. General Product Warranty. The Vendor represents and warrants that all goods and services provided under the Contract are, or will be: (i) new and unused (unless otherwise specified in the Contract); (ii) free from defects in material and workmanship; (iii) of the quality, size, dimension and specifications ordered; (iv) meet the highest performance and manufacturing specifications as described in documents or writings made available by the Vendor to the public or UConn; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); (vi) are not restricted in any way by patents, copyrights, trade secrets, security interest, lien, or any other encumbrances or rights of third parties, and (vii) shall have been properly stored, labeled, handled and shipped by Vendor. Without limiting the foregoing, upon UConn's request, the Vendor shall sign all documents pertinent to assign to UConn any applicable third party warranties.
- c. Qualifications. The Vendor warrants that it, as well as its employees, agents and subcontractors engaged to provide the Goods or Services under the Contract, has and will maintain all the necessary skills, experience, and qualifications, including any required training, registration, certification or licensure.
- d. Conflict of Interest. The Vendor warrants that, to the best of the Vendor's knowledge, there exists no actual or potential conflict of interest that would forbid the Vendor from entering into this Contract under laws or regulations of the United States or the State of Connecticut (including, without limitation, Section 1-84(i) of the Connecticut General Statutes).
- e. Good Standing. The Vendor warrants that it is legally organized entity in good standing under the laws of the state of its organization and, where required, in good standing under the laws of the State of Connecticut.
- f. Authority and Non-infringement. The Vendor warrants that (i) it has the right and authority to provide the University with the goods and services provided to the University under the Contract and to convey to the University to right use the same for its intended purpose or for such additional purposes as may be described in the Contract and that (ii) the University's use of the products, processes, techniques and methodologies provided by the Vendor or developed by the Vendor shall not infringe upon the copyright, patent or other proprietary rights of others.
- g. Eligibility for State Contract. The Vendor represents and warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with the Federal government, recipients of Federal grants or contracts, or the State of Connecticut or any agency thereof.

### **14. Termination.**

- a. Termination for Convenience. UConn may terminate the Contract in whole or in part for its sole convenience upon ten (10) days' prior written notice.
- b. Termination for Cause. Either party may terminate the Contract if the other party is in material breach of the Contract and the breaching party has not cured such breach to the non-breaching party's reasonable satisfaction within ten (10) days following the non-breaching party's delivery of written notice of the breach to the breaching party.
- c. Effect of Termination. Upon receipt of written notice of termination of the Contract by UConn, the Vendor shall, unless otherwise provided in such notice, immediately stop all work (including shipment of goods) and cause its suppliers and/or subcontractors to cease their work related to the Contract. In no event shall Vendor be paid for costs incurred or support services performed in violation of the preceding sentence.
- d. Post-Termination. Upon termination, the parties shall do as follows, which obligations shall survive termination: (i) the Vendor will deliver to UConn, in a format agreed upon by the parties, any work product (including works in progress) requested by

UConn; (ii) to the extent requested by UConn, the Vendor will deliver to UConn (or, upon UConn's request, destroy and certify as to their destruction) any materials provided by UConn to the Vendor; and (iii) UConn will then pay, within thirty (30) days of the later of termination and the Vendor's fulfillment of its preceding obligations, amounts due under Paragraph 12.e.

- e. **Payment Upon Termination.** In the event of termination for convenience by UConn and/or by the Vendor as a result of a breach by UConn, UConn shall pay the Vendor, subject to Paragraph 7 and 12.c hereof, for (i) Services properly performed prior to termination and (ii) Goods for which title has, pursuant to Paragraph 4 hereof, transferred to UConn prior to termination. In the event of termination by UConn as a result of a breach by the Vendor, UConn shall pay the amounts that would be due under the preceding sentence, less any amounts in dispute and/or any costs incurred, or that are likely to be incurred (including, without limitation, the excess cost of re-procuring similar goods or Services; shipping charges for any items UConn may at its option return to the Vendor, including items already delivered, but which UConn is unable to use for the intended purpose because of the Vendor's default; and amounts paid by UConn for any item for which title has passed to UConn but that fails to meet the requirements of the Contract) , as a result of the Vendor's breach.

**15. Damage to UConn.** The provisions of this Section shall survive termination and expiration of the Contract.

- a. **Indemnification.** The Vendor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut, from and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from the negligent acts or omissions of the Vendor, any subcontractor of the Vendor, or any other individual or entity providing goods or services under the Contract.
- b. **Damage to UConn Property.** The Vendor shall be responsible for the costs of repairing any damage to the buildings, grounds, or other equipment, furnishings, or property of UConn arising from the acts or omissions of the Vendor, any subcontractor of the Vendor, or any other individual or entity providing goods or services under the Contract. At UConn's sole discretion, UConn may permit the Vendor to effect such repairs in lieu of paying UConn the foregoing costs.

**16. Force Majeure.** If the Vendor's performance is rendered impossible or hazardous or is otherwise prevented or impaired due to sickness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Vendor or University; then each party's obligations to the other under the Contract shall be excused and neither party shall have any liability to the other under or in connection with the Contract. For the purposes of this document, a declaration of a state of emergency by the Governor of the State of Connecticut shall constitute a condition beyond the reasonable control of the University.

**17. Conflicting Provisions.** Unless contained in a document with higher priority than these Terms & Conditions under Paragraph 1 of these Terms & Conditions, any provision of the Contract or in any documentation conveyed between the parties shall be of no force and effect to the extent inconsistent with the provisions of this Paragraph 17.

- a. The Vendor does not disclaim any warranties that are implied warranties under applicable law, including, without limitation, the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and implied warranties of title and against infringement.
- b. The Vendor affirms, and does not disclaim, any warranties that would be express warranties under applicable law.
- c. UConn shall not be required to maintain the confidentiality of any information received by UConn from the Vendor or that UConn otherwise received as a result of the Subject Purchase.
- d. Neither UConn, nor the State of Connecticut waives any rights or defenses of sovereign immunity, which it may have had, now has, or will have, with respect to all matters arising out of the Contract and the Subject Purchase. The sole and exclusive means for the presentation of any claim against UConn or the State of Connecticut arising from this the Contract or the Subject Purchase shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State). The Vendor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- e. For purposes of illustrating Paragraph 15.d only, and without limiting Paragraph 15.d, UConn will not be responsible (i) to defend, indemnify, or hold the Vendor harmless from any costs, losses, damages, liabilities, expenses, demands, or judgments or (ii) for the acts or omissions of third parties.

**18. Compliance.**

- a. Applicable Law. The Vendor shall comply with all laws, regulations, and orders from authorized individuals or entities applicable to the Vendor and to the Vendor's provision of Services under the Contract and the Vendor's provision, delivery, and installation of goods under the Contract.
- b. UConn Policies, Generally. The Vendor shall, at no additional cost to the University, comply with all policies and procedures of the University. Current policies are available at <http://policy.uconn.edu/> and include, without limitation, the University's smoking policy available at <http://policy.uconn.edu/2011/06/02/smoking/>. In the event the University establishes new policies or procedures following issuance of a Purchase Order, or makes modifications to policies or procedures in existence at the time of such issuance, the Contractor shall comply with such new or modified policies or procedures upon written notice.
- c. Hazardous Substances. The Vendor shall comply with all applicable federal, state, and local environmental health and safety regulations, including the requirements of the University of Connecticut's *Environmental, Health, and Safety (EHS) Requirements for Construction, Service, and Maintenance Contractors*, a current version of which is available at [http://www.ehs.uconn.edu/ppp/Contractor\\_EHS\\_Manual.pdf](http://www.ehs.uconn.edu/ppp/Contractor_EHS_Manual.pdf).
- d. Vendor Code of Conduct. In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the "Vendor Code of Conduct"). The Vendor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at <http://csr.uconn.edu/>. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent the Contractor is required to comply with the same pursuant to this section. The Vendor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. The Vendor further agrees to comply with the "Preferential Standards" described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by the Vendor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. The Vendor agrees to provide the University with such evidence of the Vendor's compliance with this section as the University reasonably requests and to, at the request of the University, provide a comprehensive, annual summary report of the Vendor's corporate social and environmental practices.
- e. Background Checks. The Vendor warrants that it will not assign any employee, independent contractor or agent to perform services under the Contract on property owned, leased, or used by the University unless that employee, independent contractor or agent has completed a background check and is deemed suitable by vendor for performing such services on a college campus attended and inhabited by students. The background check must minimally include criminal conviction information for the past seven years, a check of the national and state sex offender registries and a social security number verification. In conducting such background check, the Vendor shall comply with all applicable federal and state laws. All fees associated with the background checks shall be the responsibility of the Vendor. The Vendor shall provide UConn with the results of any background check required hereunder if so requested by UConn. The Vendor shall immediately remove any employee, independent contractor or agent performing services under the Contract: (i) if it becomes known to the Vendor that such person may be a danger to the health or safety of the campus community or (ii) at the request of the University, based on a concern of community or individual safety. Without limiting the other obligations of the Vendor under the Contract, the Vendor shall defend, indemnify and hold harmless the State of Connecticut, the University of Connecticut and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the actions or omissions of the Vendor, its employees, or other persons that the Vendor causes to be on the property.
- f. Ethics and Compliance Hotline. In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of the Contract, of this reporting mechanism.
- g. SOC Reports. The Contractor shall submit to the University annually the Service Organization Controls (SOC) reports for the Vendor known as SOC 1, SOC 2, and SOC 3, if the Vendor has such reports in its possession.
- h. Independent Contractor. It is expressly understood that the Vendor is an independent contractor and not the agent, partner, or employee of UConn. The Vendor and its personnel are not employees of UConn and are not entitled to tax withholding, Worker's Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. The Vendor shall not have any authority to enter into any contract or agreement to bind UConn and shall not represent to anyone that the Vendor has such authority.

- i. Use of UConn Name and Marks. Except as expressly authorized in the Contract, Vendor is not permitted to use any UConn name or mark without prior written approval of UConn's Office of Trademark Licensing or such other UConn official as UConn may designate. "University mark" is herein defined as all registered marks to UConn's name (past or present), abbreviations, symbols, emblems, logos, mascot, slogans, official insignia, uniforms, landmarks, or songs. Vendor agrees to comply with UConn's trademark licensing program concerning any use or proposed use by Vendor of any of UConn marks on goods, in relation to services, and/or in connection with advertisements or promotion of Vendor or its business. Prior to any use of a University mark by Vendor (or its affiliates or successors or assigns), Vendor will submit the proposed use of the University mark, together with a sample or specimen of the intended use, to the University's Office of Trademark Licensing for approval. Such permission to use the mark as may be granted pursuant to the terms of this Contract shall terminate at the expiration of this Contract.

**19. State-Mandated Terms.**

- a. Statutory Authority. The Contract is entered into pursuant to the University's authority under Sections 4a-52a, 10a-104, 10a-108, 10a-109d, 10a-109n, and/or 10a-151b, as applicable.
- b. Governing Law. The Contract shall be construed in accordance with and governed by the laws of the State of Connecticut, without regard to its conflict of laws principles.
- c. Equal Opportunity. The University is an equal opportunity employer.
- d. Sovereign Immunity and Claims. (i) The parties acknowledge and agree that nothing in the Contract shall be construed as a waiver by the State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of the Contract. To the extent that this provision conflicts with any other provision of the Contract, this provision shall govern. (ii) The Vendor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from the Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Vendor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- e. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the Vendor.
- f. Whistleblowing/Large State Government Contract. If the Vendor is a large State contractor, the Vendor will comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised. "Large State contract" and "Large State contractor" will have the same meanings as set forth in Section 4-61dd (g) of the Connecticut General Statutes, as may be revised. Each contract between a State or quasi-public agency and a large State contractor will provide that, if an officer, employee, or appointing authority of a large State contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor will be liable for a civil penalty of not more than five thousand dollars (\$5,000.00) for each offense, up to a maximum of twenty per cent (20%) of the value of the contract. Each violation will be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation will be deemed to be a separate and distinct offense. The executive head of the State or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty. Each large State contractor will post a notice of the provisions of Section 4-61dd relating to large State contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.
- g. Certifications. If required under applicable Connecticut law, Vendor shall sign and deliver to UConn (i) the following forms, which are available at <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>: notarized Gift and Campaign Contribution Certificate (OPM Form 1), and Consulting Agreement Affidavits (OPM Form 5), Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6), Iran Certification (OPM Form 7) and (ii) a non-discrimination certification available at [http://www.ct.gov/opm/cwp/view.asp?q=390928&opmNav\\_GID=180](http://www.ct.gov/opm/cwp/view.asp?q=390928&opmNav_GID=180). Vendor shall update such non-discrimination

certification and OPM Form 1 annually.

h. Non-Discrimination.

- (a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).
- (b) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the

provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- i. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized representative of Vendor accepting this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice as outlined below.



**CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION**  
Rev. 1/11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

**CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a

quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i)

an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**DUTY TO INFORM**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**PENALTIES FOR VIOLATIONS**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

**CONTRACT CONSEQUENCES**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

**DEFINITIONS**

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or

political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory

committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

- 20. Insurance.** The types of insurance required under Paragraphs (a)-(c) of this Section shall not be required (notwithstanding Section 1 of these Terms & Conditions) if explicitly excluded elsewhere in the Contract. The coverage levels required under such Paragraphs shall not apply (notwithstanding Section 1 of these Terms & Conditions) if conflicting coverage levels are provided elsewhere in the Contract. The Vendor shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Contractor's operations hereunder, and shall be effective throughout the term of this Contract and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein. The insurance coverage listed in the following, is in accordance with the State of

Connecticut Insurance and Risk Management Board requirements.

- a. Commercial General Liability
  - Each Occurrence \$1,000,000
  - Products/Completed Operations \$1,000,000
  - Personal and Advertising Injury \$1,000,000
  - General Aggregate \$2,000,000

The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Contract.
- b. Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- c. Professional Services Liability Insurance: Contractor will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with \$2,000,000.00 minimum coverage for negligent errors and omissions. If any claims are made against its professional services liability insurance policy, Contractor agrees to purchase additional insurance in order to maintain the minimum coverage of \$2,000,000.00. For policies written on a "Claims Made" basis, Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. Contractor will contractually require any professional services firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above.
- d. Workers' Compensation and Employer's Liability: As required under state law.
- e. All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut.
- f. All required insurance policies will contain a provision that coverages will not be changed, cancelled, or non-renewed until at least thirty (30) calendar days prior written notice has been given to UConn. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies, other than statutory workers' compensation and employers' liability insurance and professional liability insurance, will name the State of Connecticut, the University of Connecticut, their officers, officials, employees, agents, boards and commissions as additional insured. Certificates of insurance showing such coverages as required in this Section will be filed with UConn upon request.

## **21. Records.**

- a. Retention. The Vendor shall keep all records relating to the Contract until the later of three (3) years after final payment is made and six (6) months after settlement of any disputes.
- b. Audit. The Vendor shall permit, and shall cause its subcontractors or consultants to permit, the University its authorized representatives to inspect and audit all data, records and files pertaining to the Contract. The first inspection of the Vendor, any such subcontractor, and any such consultant shall each be at no cost to UConn. UConn will reimburse the Vendor for any reasonable costs incurred by the Vendor for subsequent inspections.
- c. Freedom of Information. Nothing in the Contract shall in any way limit the ability of UConn to comply with its reasonable interpretation of any laws or legal process concerning disclosures by public bodies. The parties acknowledge that any responses, materials, correspondence or documents provided to UConn are subject to the State of Connecticut Freedom of Information Act ("FOIA") and may be released to third parties in compliance with UConn's reasonable interpretation of such Act.

## **22. Miscellaneous.**

- a. Assignees. The Contract shall inure to the benefit of, and bind, the parties and their respective successors and permitted assigns. The Vendor may not assign its rights or obligations pursuant to the Contract without UConn's prior written consent. UConn shall be deemed to have consented to an assignment if UConn issues a Purchase Order, or an amended Purchase Order, to the assignee.
- b. Sales Tax Exemption. In accordance Conn. Gen. Stat. §12-412(1) (A), UConn is exempt from local, state, and federal excise taxes.
- c. Notices. All notices, demands and other communications under the Contract shall be made in writing and shall be deemed given or made as follows, in each case to the location specified in the Purchase Order: (i) as of the date of electronic facsimile or email (with confirmed receipt); (ii) when delivered to the United States Postal Service, on the third day following the deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid; and (iii) when delivered to a

nationally or internationally recognized overnight delivery service guaranteeing delivery within a period of twenty-four (24) hours, receipt obtained and charges prepaid.

- d. Waiver. Any waiver of the provisions of the Contract or of a party's rights or remedies under the Contract must be in writing to be effective. Failure by a party to enforce any of its rights or remedies under the Contract will not be construed as a waiver.
- e. Severability. If any provision of the Contract conflicts with the law under which the Contract is to be construed or if any such provision is held unenforceable by a court of competent jurisdiction (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law and (ii) the remaining provisions of the Contract shall remain in full force and effect.

### **23. Purchase Placed Under United States Government Grant.**

If the Purchase is placed under a United States government grant, in addition to Items 1 to 22 listed above, this order is subject to the provisions contained in 2 CFR PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards items ( C ) through ( J ) as applicable and the applicable provisions are incorporated by reference with the same effect as if they were fully set forth herein. These standards are in compliance with provisions of applicable federal statutes and executive orders that are required for procurement contracts funded by federal awards. Copies of 2 CFR PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards items ( C ) through ( J ) will be made available to the SELLER upon written request or you may visit the following website: [https://ecfr.gov/cgi-bin/text-idx?SID=498635da0c3b7106e7fea11e731c99ae&mc=true&node=ap2.1.200\\_1521.ii&rgn=div9](https://ecfr.gov/cgi-bin/text-idx?SID=498635da0c3b7106e7fea11e731c99ae&mc=true&node=ap2.1.200_1521.ii&rgn=div9)

### **24. Purchase Placed Under United States Government Contract.**

If the Purchase is placed under a United States government contract, in addition to Items 1 to 22 listed above, this order is subject to the following Federal Acquisition Regulations and/or appropriate equivalent agency supplemental regulations or attachments hereto hereby incorporated by reference with the same effect as if they were fully set forth;

Where necessary to the context of the referenced FAR clauses, the term "contractor" shall mean "SELLER," the term "contract" shall mean this "Purchase Order," and the term "contracting officer" and equivalent phrases shall mean "BUYER." The applicable dollar amount listed below indicates the dollar threshold at which the subject FAR clause becomes applicable to the contract and does not preclude other applicable FAR clauses.

Copies of the FAR clauses applicable to the contract will be made available to the SELLER upon written request or you may visit the either of the following websites: [acquisition.gov/?q=browsefar](http://acquisition.gov/?q=browsefar) or [farsite.hill.af.mil/](http://farsite.hill.af.mil/).

The following FAR clauses are applicable to all purchase orders placed under Federal Contracts:

- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008). Prescribed in 25.1103(a)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). Prescribed in 27.201-2(b)
- 52.227-1 Authorization and Consent (DEC 2007). Prescribed in 27.201-2(a)(1)
- 52.230-5 Cost Accounting Standards—Educational Institution (AUG 2016). Prescribed in 30.201-4(e)
- 52.230-6 Administration of Cost Accounting Standards (JUN 2010). Prescribed in 30.201-4(d)

- 52.204-2 Security Requirements (AUG 1996). Prescribed in 4.404(a) – For contracts involving access to information classified as “Confidential,” “Secret,” or “Top Secret.”
- 52.227-14 Rights in Data—General (MAY 2014). Prescribed in 27.409(b)(1)
- 52.222-26 Equal Opportunity (SEP 2016). Prescribed in 22.810(e)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015). Prescribed in 22.810(a)(1)
- 52.222-50 Combating Trafficking in Persons (MAR 2015). Prescribed in 22.1705(a)(1)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). Prescribed in 47.507(a)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013). Prescribed in 32.009-2
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016). Prescribed in 4.1903
- 52.215-22 Limitations on Pass-Through Charges—Identification of Subcontract Effort (OCT 2009). Prescribed in 15.408(n)(1)
- 52.215-23 Limitations on Pass-Through Charges (OCT 2009). Prescribed in 15.408(n)(2)
- 52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016). Prescribed in 25.302-6
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). Prescribed in 23.303 – For contracts involving hazardous materials

**FAR clauses applicable to all purchase orders over \$2,500 placed under Federal Contracts**

- 52.222-41 Service Contract Labor Standards (MAY 2014). Prescribed in 22.1006(a)
- 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015). Prescribed in 22.1906
- 52.222-62 - Paid Sick Leave Under Executive Order 13706 (JAN 2017). Prescribed in 22.2110

**FAR clauses applicable to all purchase orders over the Micropurchase Threshold as defined in FAR 2.101 placed under Federal Contracts**

- 52.222-3 Convict Labor (JUN 2003). Prescribed in 22.202

**FAR clauses applicable to all purchase orders over \$15,000 placed under Federal Contracts**

- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014). Prescribed in 22.61

**FAR clauses applicable to all purchase orders over \$35,000 placed under Federal Contracts**

- 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015). Prescribed in 9.409

**FAR clauses applicable to all purchase orders over \$150,000 placed under Federal Contracts**

- 52.222-35 Equal Opportunity for Veterans (OCT 2015). Prescribed in 22.1310(a)(1)
- 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). Prescribed in 22.1408(a)

- 52.222-37 Employment Reports on Veterans (FEB 2016). Prescribed in 22.1310(b)

**FAR clauses applicable to all purchase orders over Simplified Acquisition Threshold (SAT) as defined in FAR 2.101 placed under Federal Contracts**

- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006). Prescribed in 3.503-2
- 52.219-8 Utilization of Small Business Concerns (NOV 2016). Prescribed in 19.708(a)
- 52.203-3 Gratuities (APR 1984). Prescribed in 3.202
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010). Prescribed in 22.1605

**FAR clauses applicable to all purchase orders over \$500,000 placed under Federal Contracts**

- 52.222-59 - Compliance with Labor Laws (Executive Order 13673) (DEC 2016). Prescribed in 22.2007(c) \*\*\*threshold is \$50 million until 4/24/17
- 52.222-60 - Paycheck Transparency (Executive Order 13673) (OCT 2016). Prescribed in 22.2007(d)

**FAR clauses applicable to all purchase orders over \$700,000 (\$1,500,000 for construction contracts) placed under Federal Contracts**

- 52.219-9 Small Business Subcontracting Plan (JAN 2017). Prescribed in 19.708(b)
- 52.219-16 Liquidated Damages—Subcontracting Plan (JAN 1999). Prescribed in 19.708(b)(2)

**FAR clauses applicable to all purchase orders over \$750,000 placed under Federal Contracts**

- 52.214-26 Audit and Records—Sealed Bidding (OCT 2010). Prescribed in 14.201-7(a)(1) – For solicitations and contracts established by sealed bidding
- 52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications (OCT 2010). Prescribed in 15.408(e)
- 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data— Modifications (OCT 2010). Prescribed in 15.408(m)
- 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010). Prescribed in 15.408(l)
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data-Modifications (AUG 2011). Prescribed in 15.408(c)
- FAR clauses applicable for all Federal Contracts over \$5,500,000 and performance period is 120 days or more
- 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015). Prescribed in 3.1004(a)

**In addition to the above applicable FAR clauses, the following FAR clauses are applicable to all purchase orders for Non-Commercial Items and/or Services placed under Federal Contracts**

- 52.227-11 Patent Rights—Ownership by the Contractor (MAY 2014). Prescribed in 27.303(b)(1)

**FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over \$150,000 placed under Federal**

## **Contracts**

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010). Prescribed in 3.808(b)
- 52.222-4 Contract Work Hours and Safety Standards —Overtime Compensation (MAY 2014). Prescribed in 22.305

### **FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over the Simplified Acquisition Threshold (SAT) as defined in FAR 2.101 placed under Federal Contracts**

- 52.203-7 Anti-Kickback Procedures (MAY 2014). Prescribed in 3.502-3
- 52.215-2 Audit and Records—Negotiation (OCT 2010). Prescribed in 15.209(b)(1)
- 52.203-5 Covenant Against Contingent Fees (MAY 2014). Prescribed in 3.404
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014). Prescribed in 3.104-9(b)
- 52.223-6 Drug-Free Workplace (MAY 2001). Prescribed in 23.505
- 52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003). Prescribed in 47.405
- 52.203-2 Certificate of Independent Price Determination (APR 1985). Prescribed in 3.103-1 – For fixed-price contracts
- 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011). Prescribed in 3.1106
- 52.236-13 Accident Prevention (NOV 1991). Prescribed in 36.513 – For fixed-price construction contracts

### **FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over \$750,000 placed under Federal Contracts**

- 52.215-12 Subcontractor Certified Cost or Pricing Data (OCT 2010). Prescribed in 15.408(d)
- 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011). Prescribed in 15.408(b)