

**CARLOW UNIVERSITY  
PURCHASE ORDER TERMS  
AND CONDITIONS**

1. **INTRODUCTION:** The following Purchase Order Terms and Conditions (including Shipping and Invoice Instructions in Section 23) shall govern the procurement of the products and/or services which are the subject matter of the accompanying Purchase Order (the "Order") issued by Carlow University ("University") to a supplier ("Supplier"). The University's offer to purchase the products and/or services in the Order is conditioned upon the acceptance of the Purchase Order Terms and Conditions by Supplier. By accepting the Order and/or performing thereunder, Supplier will be deemed to have accepted the Purchase Order Terms and Conditions. The Order including the Purchase Order Terms and Conditions shall constitute the entire contract between the parties, and supersedes any and all prior written and oral agreements or understandings relating to such subject matter. It is expressly agreed that the terms of the Order and the Purchase Order Terms and Conditions shall supersede any additional or contrary terms, limitations or conditions set forth in any acceptance, quote, proposal or other non-University document, and no terms included in any such document shall apply. The Order and the Purchase Order Terms and Conditions may be amended or modified only by a writing executed by both parties. Notwithstanding the foregoing, if the University and the Supplier have also entered into a written agreement executed by the Supplier and an authorized signatory of the University that governs the procurement of the products and/or services which are the subject matter of the Order (the "Written Contract"), as specified in the Written Contract, then the terms and conditions of that Written Contract control and supersede the provisions of the Order and the Purchase Order Terms and Conditions to the extent inconsistent and/or conflicting therewith.
2. **ORDERS:** Individual Orders shall be implemented by Supplier upon receipt of a telephone call, electronic transmission, or written Order issued by Carlow University Procurement Department (authorized "Buyer"). The Orders may be identified by number, and Supplier shall reference that number on its individual packing sheets and invoices.
3. **PERFORMANCE:** Supplier shall make deliveries or perform services in accordance with the date/dates specifically negotiated with University. In the event Supplier is unable to fulfill University's specific request, Supplier shall immediately advise University. The University shall have the option to cancel, at no charge, the individual Order or service request or any portion thereof, and University may procure its requirement(s) elsewhere, in addition to any other remedies available to University at law or equity.
4. **LABELING:** Supplier will label the outside of each package with description, quantity, and Order number if applicable. Supplier will include this information on all packing slips and invoices.
5. **RETURNABLE CONTAINERS:** If containers are returnable, Supplier will label drum, case, bottle, etc. "RETURNABLE" including Supplier's name and University's Order number, if applicable. Supplier will pick up returnable containers from University upon notification and at Supplier's expense.
6. **DEFECTIVE OR NONCONFORMING MERCHANDISE:** University may, at any time, return defective or nonconforming merchandise. Transportation cost will be borne by Supplier and Supplier shall issue University a refund, at University's option, for full purchase price including transportation or shipping cost.
7. **WARRANTIES:**
  - a) In addition to any specific warranties agreed to by the parties and provided by law, Supplier warrants to University that all items delivered and all services rendered hereunder will conform to the requirements and specifications hereof and will be merchantable, of first class materials and workmanship, free from defects including defects in design and fit, and suitable and sufficient for the intended purposes.
  - b) If services or technical data are to be provided by Supplier hereunder, Supplier warrants to University that such services and/or technical data shall be performed or prepared in a professional and workmanlike manner, and are fully in conformance with the requirements and specifications of the Order.
  - c) In performance of the Order, Supplier shall comply with, and all materials and work or services furnished thereunder shall be produced or furnished in full and complete compliance with, all applicable laws and regulations. In addition to other remedies that may be available at law or in equity, University, at its option, may return to Supplier any nonconforming or defective item(s), or have Supplier re-perform such nonconforming services, and/or require correction or replacement of the item(s) or services, all at no cost to the University. These warranties are in addition to and shall not be construed as restricting or limiting any warranties of Supplier, expressed or implied, which are provided or exist by operation of law.
  - d) To the extent Supplier performs Services on premises owned or leased by or on behalf of University, Supplier agrees to comply with any and all facility access, use and/or security guidelines and/or procedures of which Supplier is informed.
  - e) Supplier represents and warrants that, in anticipation of or in connection with this Order and the Supplier's services contemplated herein, it has not, directly or indirectly, attempted, made or caused to be made, and will not, directly or

indirectly, attempt, make, or cause to be made, any offer, promise, or payment to a public official, in contravention of any law, including but not limited to, the U.S. Foreign Corrupt Practices Act.

8. **INSPECTION:** University shall have the right to perform inspection and/or expediting of the materials and the fabrication thereof at the facility of Supplier or its suppliers at any reasonable times. All materials or services are subject to final inspection and acceptance by University at destination, notwithstanding any prior payment or inspection at the source. Inspection and acceptance of items/services by University, or payment therefor, shall not relieve Supplier of its responsibilities under the Order.
9. **PRICE WARRANTY:** Supplier warrants that the price(s) and discounts for the articles or services sold to University hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar articles or services under similar situations. In the event Supplier reduces its price(s) or increases its discounts for articles or services, Supplier agrees to adjust the pricing for the Order accordingly as of the effective date of the change. Supplier warrants that prices shown on an Order shall be complete, and no additional charges of any type shall be added without University's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, surcharges, taxes, storage, insurance, boxing, and crating.
10. **INFRINGEMENT REPRESENTATION AND WARRANTY:** Supplier represents and warrants that no article, service or Work Product (as defined below) infringes or will infringe on any patent, copyright, trademark or other intellectual property rights of any third party, and that, to Supplier's knowledge, no claim of such infringement has been threatened or asserted, and no such claim is pending, against Supplier or, to Supplier's knowledge, any entity or person from which Supplier has obtained such rights.
11. **SOFTWARE LICENSE:** University has the right to perpetually use provided software with unlimited user access. In the event that perpetual use is contradicted by negotiated agreement between University and Supplier that specifies total user counts or user access, the negotiated agreement prevails. Responsibility to track and manage said user counts is the responsibility of the University. Supplier warrants that Supplier holds all rights, titles and/or licenses necessary to provide any software hereunder without restriction. Supplier warrants that University is licensed to copy any software provided under the Order onto a computer memory device and to make back-up copies of such software. Unless otherwise provided for in the Order, or in a prior written agreement directed to the software provided hereunder, University's sole obligation with respect to software provided hereunder shall be to use such software in compliance with applicable laws and regulations, irrespective of any other license agreement including, but not limited to, any license agreement packaged with such software. Supplier warrants that any software provided hereunder does not contain any malicious code, program, or other internal component (e.g., computer virus, worm, time bomb, or similar component), which could damage, destroy, or alter any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, or alter any data or other information accessed through or processed by the software in any manner. Supplier also warrants that the software products which are licensed to University hereunder and used by University include accurate date capabilities. Supplier acknowledges that software, licensed by University hereunder, that may require modification in order to operate per specification(s), shall be modified by Supplier, in a timely fashion, at no cost to University.
12. **NON-ASSIGNMENT, NO SUBCONTRACTING:** An Order shall not be assignable by the Supplier. Any attempted assignment by Supplier shall be void and of no effect. In addition, Supplier may not utilize any subcontractor or third party in connection with the provision of services under an Order without University's prior written approval. Neither University's approval of a subcontractor nor Supplier's use of a subcontractor shall relieve the Supplier from responsibility under an Order, and Supplier shall be fully responsible for all acts and omissions of Supplier's subcontractors (which will be deemed to be Supplier's acts and omissions under the Order).
13. **CONFIDENTIALITY; RETURN OF MATERIALS:** (a) "Confidential Information" means all information disclosed to Supplier and/or to which Supplier has access that concerns or relates to the business, operations, financial condition or prospects of the University, regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form or is marked confidential. Without limiting the general nature of the prior sentence, "Confidential Information" shall specifically include without limitation (i) all information disclosed by University to Supplier and/or to which Supplier has access, in connection with the performance of an Order; (ii) all inventions, copyrighted material, patents, discoveries, trade secrets, processes, techniques, methods, formulae, ideas and know-how of University (iii) all records, drawings, tools, plans, designs or specifications for performing the Order designed for or by University; and (iv) any and all documentation relating to contracts between University and any third party. In addition, "Confidential Information" shall also include third party information which is designated as (and/or should under the circumstances be understood to be considered) confidential and/or proprietary and that is made available to and/or accessible by University during the performance of an Order.  
  
b) At no time shall Supplier use or disclose to any third party any Confidential Information except as may be authorized in writing by an authorized agent of University. Supplier will put in place any and all safeguards and/or security procedures necessary to safeguard the Confidential Information from unauthorized use, access and/or disclosure. Upon completion or termination of an Order, Supplier will turn over to University all Confidential Information which are in Supplier's possession or under Supplier's control.

- c) Notwithstanding the foregoing, "Confidential Information" shall not include (i) information which is or becomes generally known to the public through no act or omission of Supplier or (ii) information which has been or hereafter is lawfully obtained by Supplier from a source other than University so long as, in the case of information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality at the time such Confidential Information was or is disclosed to Supplier.
14. **EXPORT CONTROL:** Supplier agrees to comply with all applicable U.S. export control laws and regulations to include the Export Administration Regulations (EAR), the International Traffic in Arms (ITAR) and any other applicable U.S. export laws and regulations. As an institution of higher learning, University typically does not take receipt of export-controlled goods, technical data, services or technology ("Materials"), except as may be specifically agreed to by University. Supplier agrees that it will not provide or make accessible to University any export-controlled Materials without first informing University of the export-controlled nature of the materials and obtaining from University its written consent to accept such Materials as well as any specific instructions for delivering controlled Materials to the University. Supplier agrees to obtain government approval or export license if required from the appropriate U.S. government agency and to share that information with the University prior to delivery of such Materials.
15. **TERMINATION FOR CONVENIENCE:** The University may cancel any Order for any reason prior to its shipment by Supplier upon providing Supplier notice of cancellation without any cost or fee; provided, however, such right of cancellation shall not extend to products built to Supplier's specifications. In the case of services provided under an Order, University may cancel the Order for any reason at any time and shall pay Supplier for the services actually performed through the effective date of termination which have not previously been paid, but in no event shall such amount exceed the price set forth in the Order.
16. **TERMINATION FOR DEFAULT:** a) University may, without prejudice to any other rights or remedies provided by law or under the Order, by written Notice of Default to Supplier, terminate any Order in whole or in part in any one of the following circumstances:
1. If Supplier has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; or
  2. If Supplier fails to perform the work or deliver the articles in accordance with the delivery or performance schedules specified herein or any extension thereof; or
  3. If Supplier fails to perform any of the other terms of this or any Order, or so fails to make progress as to endanger the performance of the Order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of fifteen (15) days (or such longer period as University may authorize in writing) after receipt of written notice from University specifying such failure; or
  4. If Supplier is in breach of the Order and/or these Purchase Order Terms and Conditions, which termination shall be effective if such breach is not cured within fifteen (15) days following written notice of the breach to Supplier by University.
- b) In the event University terminates an Order in whole or in part as provided in paragraph a) of this provision, University may procure, upon such terms and in such manner as it may deem appropriate, items, supplies or services similar to those so terminated, and Supplier shall be liable to University for any excess costs reasonably incurred for such similar supplies or services, in addition to any consequential and incidental damages incurred by the University.
- c) Upon termination of an Order for any reason (whether for convenience or for cause), Supplier shall promptly provide to University any and all Work Product or other materials developed for University under the Order as of the effective date of termination.
17. **COMPLIANCE WITH DELIVERY SCHEDULE:** Time is of the essence under each Order. Any notice to Supplier by University as to possible delay and/or expediting action by University to accomplish on-time delivery shall not constitute a waiver of University's rights under any Order, nor shall such actions in any way affect the responsibility of Supplier to deliver items or perform specified services in accordance with the delivery schedule prescribed by the Order. University reserves the right to reject the goods, materials or services, or reduce the price for Supplier's failure to meet the delivery provisions of the Order whether or not material delay or loss ensues.
18. **PROPERTY RIGHTS:** All materials, tools, equipment, and other property either furnished by University to Supplier or individually paid for by University, shall remain the property of the University, but the Supplier assumes the risks of, and shall be responsible for, any loss thereof or damage thereto, until returned in good order to the University. Such property shall, at all times, be safely stored and properly maintained by Supplier. Supplier, in accordance with the provisions of this or any Order, but in any event upon completion or termination thereof, shall return such property to University or to any other person as University may direct, in the condition in which it was received, manufactured or procured by Supplier except for reasonable wear and tear and except to the extent that such property has been incorporated in the items delivered or has been reasonably consumed in performance of work under the Order.
19. **OWNERSHIP OF WORK PRODUCT:** (a) Any and all services and any and all materials, intellectual property, physical property, and/or other work product prepared, procured, or produced in the rendition of the services under an Order ("Work Product") related thereto are intended as "works made for hire" by Supplier for University and any right, title and interest to any and all Work Product shall vest exclusively in University. In the event any such Work Product may not, by operation of law, be considered works made for hire (or if ownership of all right, title and interest therein shall not vest exclusively with University), Supplier hereby confirms

that without further consideration it shall be deemed to have automatically assigned upon creation the ownership of all such rights, title and interest to University. Supplier agrees further to execute any assignments or other documents reasonably requested by University from time to time in order to confirm University's exclusive ownership of such Work Product.

- b) Supplier understands that the term "moral rights" means any rights of paternity, attribution or integrity, including any right to claim authorship of a copyrightable work, to object to a modification of such copyrightable work, and any similar right existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right." Supplier irrevocably waives and agrees never to assert any moral rights Supplier may have in any Work Product, even after any completion or termination of an Order.
20. **INDEMNIFICATION:** Supplier will defend, indemnify and hold harmless University, University's trustees, officers, employees, attorneys, agents, successors and assigns ("University Parties") from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees and costs), regardless of whether or not such claim, damages, loss or expenses is caused in whole or in part by a party indemnified hereunder, incurred by and/or imposed upon any and/or all University Parties in connection with any claim, suit, action or demand, arising out of or relating to: a) Supplier's negligence or willful misconduct;
- b) any injury to persons or damage to property to Supplier and/or caused by the Supplier's activities under these Purchase Order Terms and Conditions or any Order;
  - c) products liability;
  - d) allegations that the Work Product infringes and/or potentially infringes on any third party's intellectual property rights; and/or (e) a breach of any terms or conditions of an Order or these Purchase Order Terms and Conditions by Supplier, including a breach of the Supplier's export control obligations specified herein. Supplier specifically waives the worker's compensation immunity provided by 77 P.S. Section 481(b) to the extent necessary for Supplier to indemnify, save harmless and defend University in the event of a lawsuit brought by one or more of Supplier's employees.
21. **MISCELLANEOUS:**
- e) No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein, and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing and executed by the waiving party.
  - f) Suppliers performing services for the University are required to provide satisfactory evidence of appropriate and adequate general and/or professional (if applicable) liability and statutory insurance coverage (such as workmen's compensation or equivalent insurance) at levels reasonably satisfactory to the University prior to the commencement of any services, and the University must, unless otherwise agreed or not available by law, be named as additional insured on any required general liability insurance policy(ies). Supplier's insurance shall apply on a "primary" basis and Supplier's insurance company(ies) shall be required to provide University prior written notice of cancellation or material change in any of the required insurance policy(ies). One (1) current Certificate of Insurance evidencing the required insurance coverages shall be provided to the University at the address provided to Supplier at the commencement of the performance of the services, and such other times as the University may from time to time reasonably request during the performance.
  - g) In performing under any Order, the Supplier will act as an independent contractor and the method and techniques of performance shall rest in Supplier's discretion, subject to the reasonable satisfaction of the University. It is understood that neither the Supplier nor the University intends that Supplier shall be, or be deemed to be, an employee or agent of University.
  - h) The Order and these Purchase Order Terms and Conditions shall be governed by the laws of the Commonwealth of Pennsylvania, USA without regard to conflicts of laws principles. All claims and/or controversies of every kind and nature arising out of or relating to the Order and the Purchase Order Terms and Conditions, including any questions concerning its existence, negotiation, validity, meaning, performance, non-performance, breach, continuance or termination shall be exclusively in the United States District Court for the Western District of Pennsylvania, USA, or, if such Court does not have jurisdiction, in any court of general jurisdiction in Allegheny County, Pennsylvania, USA and each party consents to the exclusive jurisdiction of any such courts and waives any objection which such party may have to the laying of venue in any such courts.
  - i) Supplier shall at all times comply with all applicable governmental laws, status, ordinances, rules, and regulations. Supplier further agrees that it will comply with, and will not do anything that would cause University not to be in compliance with, all applicable international, federal, state and local laws, regulations, and rules relating to anti-bribery and anti-corruption, including without limitation the U.S. Foreign Corrupt Practices Act, the commercial bribery, domestic corruption laws and regulations, and all similar laws of any jurisdiction in which Supplier will be providing services to University, unless such laws conflict with U.S. laws. University may terminate this Order immediately and without notice in the event that University should believe, in good faith, that Supplier or anyone working on behalf of Supplier has committed a violation of the laws described herein, or should Supplier deny University the audit and access rights to which University is entitled under Section

21(g) of this Order. In addition, University reserves the right to withhold payment in the event that such payment would constitute a violation of the laws as herein described, or any other applicable law or regulation. Further, University reserves the right to recover payments already made in the event of noncompliance with the representations and warranties provided herein.

- j) Supplier agrees that it will maintain complete and accurate records relating to the Order provided by Supplier to University, including records of Supplier's use of any and all funds to be paid by University to Supplier under this Order (the "Records"). During the Term and for a period of three (3) years thereafter, University shall have a right of audit and access to such Records without limitation. University will have the right to request any additional information and documentation from Supplier that University, in its sole discretion, may require from Supplier in order to verify Supplier's compliance with laws as herein described.

22. **EQUAL OPPORTUNITY CLAUSE AND NOTICE OF EMPLOYEE RIGHTS UNDER FEDERAL LAW: This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. This contractor and subcontractor shall also abide by the requirements of 29 CFR 471, Appendix A to Subpart A, as applicable.**

23. **SHIPPING AND INVOICE INSTRUCTIONS**

- a) **DELIVERY:** Delivery is to be made only to the destination stated in the Order and must be made during the University's normal business hours during 9:00 am and 3:00 pm, during the University's normal business work-week of Monday through Friday, legal and University's holidays excluded, unless otherwise specified in the Order. The quantity term set forth in the Order shall be complied with strictly as stated. Supplier is responsible for maintaining and providing proof of delivery.
- b) **FREIGHT:** Unless otherwise specified in the Order, the University's freight terms are F.O.B. Destination, Freight Prepaid and Allowed. If shipment is indicated on the Order as F.O.B. Supplier's plant, at the University's request, the Supplier will prepay the freight charges and, if mutually agreed to, add them to the invoice. Separate freight invoices will not be accepted. Freight charges must be supported by receipts (including a valid tax receipt, where applicable).
- c) **SHIPPING INSURANCE:** Unless otherwise specified in the Order, for all Supplier shipments for Orders indicated as F.O.B. Supplier's plant over \$10,000 U.S. in value, Supplier will, at its expense, provide motor truck (air and/or ocean, as applicable) cargo liability insurance covering all shipments in accordance with domestic and/or international (as applicable) carriage of freight rules while en route in the custody of a common or contract carrier, while in the due course of transit, that is being delivered on any mode of transportation (including airlines, ocean-going vessels, barges and trucks) owned, operated or contracted by Supplier in the maximum amount of \$10,000 U.S. in value for each shipment. In the event of any loss, the University shall not incur any co-insurance and/or under insurance penalties by Supplier or Supplier's transit insurance companies for losses that exceed \$10,000 U.S. in value. It is understood that the originating carrier issuing the bill of lading has the primary responsibility for the above insurance coverage as well as for the safe delivery of all shipped property for the University. Supplier will provide advance notice to University of shipments exceeding \$10,000 U.S. in value.
- d) **CONSOLIDATION:** Except where limited by the insurance clause above, Supplier shall consolidate all shipments to the delivery point specified herein, for any one day, on one Bill of Lading.
- e) **P.O. NUMBER(S):** University's Purchase Order Numbers must appear on all invoices, packing slips, shipping documents and labels.
- f) **PACKING, PACKAGING AND PACKING SHEETS:** Supplier shall use best commercial practice for packing and packaging of items to be delivered under this or any Order, unless otherwise specified herein. Supplier is to provide two (2) copies of each packing sheet with the shipment.
- g) **HAZARDOUS MATERIAL, PACKING, LABELING AND SHIPPING:** Supplier shall package, label, transport and ship hazardous material, items containing hazardous materials, and any other regulated materials, in accordance with all applicable laws and regulations, and shall furnish any appropriate Material Safety Data Sheets. Supplier, prior to each hazardous or regulated material shipment, shall notify University of its nature and shipment data by such means of communication as will allow for the proper preparation for acceptance of delivery by the carrier of the material and shall identify same on all shipping documents.

- h) **INVOICES:** Supplier shall render invoices as specified in the Order immediately upon delivery or completion of Order. Separate invoices for each Order must be rendered in duplicate.
- i) **TAXES:** As a non-profit educational institution in the U.S., the University is exempt from a number of taxes (both U.S. based and non-U.S. based) including, unless otherwise specified in the Order, Pennsylvania Sales and Use Tax (exemption no. 7522935-5), various other states' sales and use taxes. The University will provide evidence of exemption from tax as relating to the purchase of goods or services under the Order, as applicable, upon request. Where applicable, the Supplier must provide an appropriate tax receipt.

#### **FEDERAL AGENCY REQUIREMENTS/REGULATIONS**

If U.S. Federal Government Funds are used to procure the products and/or services which are the subject matter of the Order and the Order is made under a U.S. Federal contract or prime contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of the Order. The term "FAR" means the Federal Acquisition Regulations, including revisions in effect on the date of the Order. The terms "Contractor," "Government," and "Contracting Officer" as used in the clauses incorporated by this reference shall be deemed to refer to the "Supplier" and "University", respectively. Any reference to a "Disputes" clause in any of the clauses listed below shall be deemed to refer to the "Disputes" clause contained in the relevant U.S. Federal contract or prime contract. In no event shall such reference to a "Disputes" clause be construed to allow the Supplier, without the concurrence or approval of University, to prosecute and appeal either directly or in the name of University to the Contracting Officer for such U.S. Federal contract or prime contract.

The full text of the clauses may be found at <http://farsite.hill.af.mil/>.

The following provisions apply regardless of the amount of the Order:

1. Hazardous Material Identification and Material Safety Data (when applicable) – FAR 52.223-3
2. Drug-Free Workplace (Individual) – FAR 52.223-6
3. Restrictive Markings on Technical Data - DFARS 252.227-7013
4. Resource Conservation and Recovery Act - 40 CFR Parts 247 – 254, E.O. 1301, and 42 U.S.C. 6962
5. Subcontracts for Commercial Items – FAR 52.244-6
6. Disputes – FAR 52.233-1
7. Rights to Interventions – FAR 52.227-11
8. Terminations – FAR 52.249-5
9. Equal Employment Opportunity – E.O. 11246
10. Rights to Inventions Made Under a Contract or Agreement – 37 CFR part 401
11. Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items – 52.212-5 (Commercial Items)
12. Audit and Records-Negotiation – 52.215-2 (Commercial Items)
13. Service Contract Act of 1965 – 52.222-41 (Commercial Items)
14. Combating Trafficking in Persons – 52.222-50 (Commercial Items)
15. Promoting Excess Food Donation to Nonprofit Organizations – 52.226-6 (Commercial Items)
16. Preference for Privately Owned U.S.-Flag Commercial Vessels – 52.247-64 (Commercial Items)

The following provisions apply if the amount of the Order exceeds \$2,000:

1. Copeland "Anti-Kickback" Act – 18 U.S.C. 874 and 40 U.S.C. 276c (for Construction or Repair Orders)
2. Davis-Bacon Act, as amended – 40 U.S.C. 276a to a-7 (for Construction Orders)

The following provisions apply if the amount of the Order exceeds \$2,500:

1. Restrictions on Certain Foreign Purchases – FAR 52.225-13
2. Contract Work Hours and Safety Standards Act (Non-Commercial Items) – FAR 52.222-4 (No certification required) (\$2000 for Construction Orders)
3. Employment eligibility Verification – FAR 52.222-13

The following provisions apply if the amount of the Order exceeds \$15,000:

1. Section 503 of the Rehabilitation Act of 1973 – 41 CFR 60-741.5

The following provisions apply if the amount of the Order exceeds \$30,000:

1. Debarment and Suspension – FAR 52.209-6, E.O.'s 12549 and 12689 (Certification Required)

The following provisions apply if the amount of the Order equals or exceeds \$150,000.00:

1. Vietnam Era Veterans' Readjustment Assistance Act – 41 CFR 60-300.5

The following provisions apply if the amount of the Order exceeds \$100,000.00:

1. Anti-Kickback Procedures (Non-Commercial Items) - FAR 52.203.7
2. Byrd Anti-Lobbying Amendment – FAR 52.203-12 (Certification Required)
3. Overseas Distribution of Defense Subcontracts - DFARS 252.204-7005
4. Clean Air Act and Federal Water Pollution Control Act – FAR 52.223-2 (No Certification Required if award was based on solicitation after 25 Feb, 2000)

The following provisions apply if the amount of the Order exceeds \$150,000 (based upon current simplified acquisition threshold):

1. Restrictions of Subcontractor Sales to the Government (Commercial Items – Alternate 1) - FAR 52.203-6
2. Audit and Records-Negotiation – FAR 52.215-2
3. Utilization of Small Business Concerns - FAR 52.219-8
4. Drug-Free Workplace (Other than Individual) - FAR 52.223-6
5. Authorization and Consent - FAR 52.227-1
6. Notice and Assistance Regarding Patent and Copyright Infringement - FAR 52.227-2
7. Responsibility for Supplies (Fixed Price Orders Only) - FAR 52.246-16