

CSU AND CSU-PUEBLO PURCHASE ORDER TERMS AND CONDITIONS

1. This Purchase Order constitutes the entire contract between the Board of Governors of the Colorado State University System, acting by and through Colorado State University or Colorado State University-Pueblo (both Institutions referred to hereafter as "University"), and the named Vendor. The terms and conditions set forth herein may not be altered, deleted or added to without the express written consent of the University. Any terms and conditions contained in any attachment or other extraneous document shall be null and void unless expressly accepted by the University. Commencement of performance by Vendor constitutes agreement to the terms and conditions set forth herein regardless of whether or not Vendor has countersigned this Purchase Order.
2. Payment: To ensure prompt payment, mail invoices in duplicate for each shipment. Invoices not mailed as directed may delay payment or become lost. Reference the purchase order number on the invoice(s) and mail invoice(s) to the appropriate institution: Colorado State University, Accounts Payable, 6003 Campus Delivery, Fort Collins, CO 80523 or Colorado State University-Pueblo, Accounts Payable, 2200 N. Bonforte Blvd., Administration Building Room #212, Pueblo, CO 81001. The University's standard payment term is Net 30. Cash Discount Period (if applicable) will start from date of receipt of acceptable invoice or from date of receipt of acceptable merchandise at destination, whichever is the later.
3. The laws of the State of Colorado, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of this purchase order. Further, Procurement Rules established by each University, available at <http://wsnet.colostate.edu/cwis191/policy/policies.aspx> for Colorado State University or <http://www.colostate-pueblo.edu/purchasing/Pages/default.aspx> for Colorado State University-Pueblo, govern this procurement. Unless otherwise specified in the solicitation or this order, venue for any judicial action arising out of or in connection with this purchase order shall be in the county wherein the applicable University is located. Vendor shall exhaust administrative remedies as set forth in the Procurement Rules, prior to commencing any judicial action against the University. All references in this purchase order to the Uniform Commercial Code shall mean the Uniform Commercial Code as adopted by the State of Colorado at Title 4, C.R.S., as amended.
4. None of the terms or specifications stated in this purchase order may be added to, superseded or otherwise altered except in writing, signed by an authorized procurement representative of either University. Each shipment received by the University from Vendor shall be deemed to be only upon the terms contained in this purchase order and any signed contract of the parties, notwithstanding any terms that may be contained in any acknowledgement, invoice form or other document of Vendor and notwithstanding the acceptance or payment by the University.
5. This purchase order is an acceptance of your offer as summarized in your quotation. When this purchase order is an offer to buy, your acceptance must show promised delivery date and method of shipping including routing and names of carriers. This purchase order shall not be deemed valid unless it is executed by a Purchasing Agent for either University. The University shall have no responsibility or liability for products or services delivered or performed prior to proper execution hereof.
6. Please advise Purchasing Agent immediately if you cannot make complete shipment to arrive on your promised delivery date as noted, or if services cannot be commenced or completed as promised.
 - a. Acknowledgement of purchase order (if required) must be signed and returned.
 - b. Your acknowledgement must show expected shipping date and method of shipping, including routing and names of carriers.
 - c. In the event of Vendor's failure to deliver as and when specifically promised, the University may return all or part of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver as promised.
7. This order is made of the following express terms:
 - a. Goods are subject to University inspection upon arrival.
 - b. Goods rejected due to failure to meet specifications, either when shipped or due to defects or damage in transit, may be returned to you for credit, and are not to be replaced except upon receipt of written instructions from the University.
 - c. Additional charges for packing will not be accepted.
 - d. A packing list must accompany each shipment.
 - e. If all material has not been received within 90 days, this order is subject to cancellation unless the University has been advised of and has agreed to a longer delivery date.
 - f. Shipments must be F.O.B., Colorado State University, Fort Collins, Colorado or F.O.B., Colorado State University-Pueblo, Pueblo, Colorado unless otherwise specified on this order. If permission is given to prepay freight and charge separately, original freight bill must accompany invoice.
 - g. Colorado State University (CSU) and Colorado State University-Pueblo (CSU-P), agencies of the State of Colorado, are by statute exempt from state and local taxes. CSU Exemption Number is 98-02381 and its Federal Excise Tax Exemption Certificate of Registry #84-730123K is on file with the Internal Revenue Service, Ogden, Utah. CSU-P Exemption Number is 98-00585 and its Federal Excise Tax Exemption Certificate of Registry #84-0517947 is on file with the Internal Revenue Service, Denver, Colorado.

8. Vendor certifies that it meets prevailing wage rates in its area and warrants compliance with the provisions of the Davis-Bacon Act when applicable.
9. Quality. The University will be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and of the manufacturer's current model, unless otherwise specified.
10. Safety Information. All chemicals, equipment and materials proposed and/or used in the performance of this purchase order must conform to the standards required by the Occupational Safety and Health Act of 1970. Bidders must furnish Safety Data Sheets (SDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.
11. Rights in Data, Documents, and Computer Software or Other Intellectual Property. Unless otherwise agreed in writing, any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials delivered by Vendor in the performance of its obligations under this purchase order shall be the exclusive property of the University. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
12. Indemnification. The Vendor shall indemnify, save and hold harmless the Board of Governors of the Colorado State University System acting by and through Colorado State University and Colorado State University-Pueblo, divisions of the State of Colorado, their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Vendor, or its employees, agents, subcontractors or assignees pursuant to the terms of this purchase order. In the event any article sold or delivered under this purchase order is covered by any patent, copyright, trademark, or application therefore, the vendor will indemnify and hold harmless the Board of Governors of the Colorado State University System acting by and through Colorado State University and Colorado State University-Pueblo, divisions of the State of Colorado, from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions, or judgments arising out of manufacture, sale or use of such article in violation, infringement or the like of rights under such patent, copyright, trademark or application.
13. Termination. Termination for Default/Cause.
 - a. Except as otherwise agreed, the Uniform Commercial Code shall govern in the case of transactions in goods. In the case of services, if the Vendor refuses or fails to timely perform any of the provisions of this purchase order, with such diligence as will ensure its completion within the time specified in this purchase order, the Purchasing Agent may notify the Vendor in writing of the non-performance, and if not promptly corrected within the time specified, such Agent may terminate the Vendor's right to proceed with the work or such part of the work as to which there has been delay or a failure to properly perform. The Vendor shall continue performance of the purchase order to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the purchase order price.
 - b. In the case of remedies exercised under this paragraph for services, or analogous remedies exercised under the Uniform Commercial Code for transactions in goods, the University may withhold amounts due to the Vendor as the Purchasing Agent deems to be necessary to reimburse the University for excess costs incurred in curing, completing or procuring similar goods and services.
 - c. The Vendor shall not be in default by reason of any failure in performance of this purchase order in accordance with its terms if such failure arises out of acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather; provided, however, that such causes may entitle the University to terminate this order for convenience.
 - d. If after rejection, revocation, or other termination of the Vendor's right to proceed under the provisions of the Uniform Commercial Code (in the case of transactions in goods) or this clause (in the case of services), it is determined for any reason that the Vendor was not in default under the provisions of this clause, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.
14. Termination for Convenience.
 - a. Cancellation Prior to Contract Formation. When this purchase order is not accepted by written acknowledgment, this purchase order may be canceled by written or oral notice to the Vendor prior to shipment of goods or beginning of performance of services.
 - b. Termination after Contract Formation. Unless otherwise agreed in writing, in addition to the rights and remedies governing transactions in goods in the Uniform Commercial Code, the Purchasing Agent may, when the interests of the University so require, terminate this purchase order in whole or in part, for the convenience of the University. The Purchasing Agent shall give written notice of the termination to the Vendor specifying the part of the purchase order terminated and when termination becomes effective. Upon receipt of the notice of termination, the Vendor shall incur no further obligations except to the extent necessary to mitigate costs of performance. In the case of services or specially manufactured goods, the University shall pay reasonable settlement expenses, the contract price or rate for supplies and services delivered and accepted, the reasonable costs of performance on unaccepted supplies and services, and a reasonable profit for that unaccepted work, in accordance with the cost principles promulgated under each University's respective Procurement Rules, as

amended. In the case of existing goods, the University shall pay reasonable settlement expenses, the contract price for goods delivered and accepted, reasonable costs incurred in preparation for delivery of the undelivered goods, and a reasonable profit for that preparatory work. The amount of the termination liability under this paragraph shall not exceed the amount of the purchase order price plus a reasonable cost for settlement expenses. The Vendor agrees to submit a termination proposal as well as reasonable supporting documentation, cost and pricing data upon request of the Purchasing Agent.

15. Receipt of merchandise, services or equipment in response to this order can result in authorized payment on the part of the University. However, it is to be understood that final acceptance is dependent upon completion of all applicable required inspection procedures. Should the service rendered or merchandise furnished fail to meet all inspection requirements, the University reserves the right to reject all or some of the goods and services or exercise any other remedies provided by law.
16. Assignment and Successors. The Vendor shall not assign rights or delegate duties under this purchase order, or subcontract any part of the performance required under the purchase order, without the express written consent of the University, which shall not be unreasonably withheld. This purchase order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Assignment of accounts receivable may be made only with written notice furnished to University.
17. All provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made part of this agreement.
18. All parties to this purchase order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.
19. Compliance with Laws. Vendor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back and collusion.
20. Sensitive Data: To the extent Vendor comes in contact with individual personal data owned or otherwise held by the University as a result of performing under the purchase order ("Data"); Vendor agrees to use such Data, if at all, only to the extent required to perform its obligations under this purchase order and to abide by the requirements of any federal, state and local laws that address the protection and/or use of such Data.
21. Americans with Disabilities Act (ADA) Requirements. If this purchase order includes the provision of university services to the public, the Vendor shall, in addition to any other requirements under Title 11 of the Americans with Disabilities Act, comply with the requirements of the Americans with Disabilities Act regarding the accessibility of the University's services and programs, as an explicit requirement. The Vendor assures that, at all times during the performance of this purchase order, no qualified individual with a disability shall, by reason of that disability, be excluded from participation in, or be denied benefits of, services, programs, or activities performed by the Vendor for the benefit of the University.
22. Vendor acknowledges that providing goods and services under this purchase order is subject to compliance with laws that relate to the export of technical data or equipment, such as International Traffic in Arms Regulations ("ITAR") and/or Export Administration Act/Regulations ("EAR"). Vendor agrees to comply with all such laws, regulations and orders as currently in effect or hereafter amended. Vendor shall not disclose any export-controlled information, or provide any export-controlled equipment or materials to the University without prior written notice. In the event that the University agrees to receive such export-controlled information, equipment or materials, Vendor shall (i) include the Export Control Classification Number (ECCN) or ITAR notice on the packing documentation, and (ii) send an electronic copy of the ECCN number and packing documentation to the Office of the General Counsel at Colorado State University or Colorado State University - Pueblo.
23. Fund Availability; Federal Funds Contingency. Financial obligations of the University, as a division of the State of Colorado, payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this purchase order is funded in whole or in part with federal funds, this purchase order is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. If this purchase order contemplates the purchase of goods to be delivered in a single installment, the University represents that it has set aside sufficient funds to make payment under this purchase order in accordance with its term.
24. Vendor Offset. Pursuant to CRS 24-30-202.4, as amended, the State Controller may withhold payment for debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the State Controller.
25. Insurance. The Vendor shall obtain, and maintain at all times during the term of this purchase order, insurance as specified in the solicitation or order. If insurance requirements are not specified in the solicitation or order, the Vendor represents that at the time of acceptance of this order the Vendor maintains comprehensive general liability insurance in an amount not less than \$1,000,000, combined single limit; worker's compensation insurance as required by law; and automobile liability insurance for all vehicles to be used by Vendor in the performance of services under this order. Upon request, Vendor shall provide proof of such coverages. Self-insurance programs do not meet the state's or the University's insurance requirements unless the Vendor provides satisfactory evidence of a

- loss reserve fund of not less than the minimum coverage amount specified in the solicitation, plus excess liability coverage as appropriate to the industry; financial statements of the business; and proof of Department of Labor certification of self-insurance program for worker's compensation.
26. INDEPENDENT CONTRACTOR. 4 CCR 801-2. Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Vendor nor any agent or employee of Vendor shall be or shall be deemed to be an agent or employee of the university. Vendor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the university pursuant to this contract. Vendor acknowledges that Vendor and its employees are not entitled to unemployment insurance benefits unless Vendor or a third party provides such coverage and that the University will not pay for or otherwise provide such coverage. Vendor shall have no authorization, express or implied, to bind the University to any agreement, liability or understanding, except as expressly set forth herein. Vendor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the University) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.
27. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Vendor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Vendor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the university within three days if Vendor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Vendor participates in the Department program, Vendor shall deliver to the university a written, notarized affirmation, affirming that Vendor has examined the legal work status of such employee, and comply with all of the other requirements of the Department program. If Vendor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the University may terminate this purchase order for breach and, if so terminated, Vendor shall be liable for damages.
28. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this purchase order.

If so noted on the purchase order, under PO Clauses, the following Special Terms and Conditions for Colorado State University – Federal Contracts shall apply in addition to the CSU Purchase Order Terms and Conditions. In case of conflict between these Special Terms and Conditions and the Purchase Order Terms and Conditions, these Special Terms and Conditions shall control:

Section 1. GENERAL TERMS AND CONDITIONS

1. **INSPECTION.** The equipment, supplies or services furnished shall be exactly as specified in this order, free from all defects in Vendor's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by either Colorado State University or Colorado State University-Pueblo at all times and places. If, prior to final acceptance, any equipment, supplies or services are found to be defective or not as specified, the University may reject them, require Vendor to correct them without charge, or require delivery of such equipment, supplies or services at a reduction in price which is equitable under the circumstances. If Vendor is unable or refuses to correct such items within a time deemed reasonable by the University, University may terminate the order in whole or in part. Vendor shall bear all risks as to rejected equipment, supplies and services and, in addition to any costs for which Vendor may become liable to the University under other provisions of this order, shall reimburse the University for all transportation cost, other related costs incurred, or payments to Vendor in accordance with the terms of this order for unaccepted equipment, supplies and services. Notwithstanding final acceptance and payment, Vendor shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications, are in addition to, and do not limit, the University's rights provided in this article.

2. **WARRANTIES.** Vendor warrants the articles delivered hereunder to be free from defects in labor, material and manufacture, and to be in compliance, with any drawings or specifications incorporated or referenced herein and with any samples furnished by the Vendor.
3. **ASSIGNMENT.** This order is assignable by the University. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of the University.
4. **CHANGES.** The University may make changes within the general scope of this order by giving notice to Vendor and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery of both shall be made. No change by Vendor shall be recognized without written approval of the University. Any claim of Vendor for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Vendor of notification of such changes unless the University waives this condition. Nothing in this Article shall excuse Vendor from proceeding with performance of the order as changed hereunder.
5. **LABOR DISPUTES.** Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay timely performance of this order.
6. **TERMINATION AND DELAYS.** University may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The University shall pay Vendor as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Vendor as approved by the University with respect to the undelivered or unaccepted portion of this order, provided compensation hereunder shall in no event exceed the total order price. The University may by written notice terminate this order for Vendor's default, in whole or in part, at any time, if Vendor refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items of services or to perform the services within the time specified or any written extension thereof. In such event, the University may purchase or otherwise secure items or services and, except as otherwise provided herein, Vendor shall be liable to the University for any excess costs occasioned the University thereby.

If, after notice or termination for default, the University determines that the Vendor was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Vendor (including, but not restricted to, acts of God or of the public enemy, acts of the University, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of the University, unless the University shall determine that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If the University determines that Vendor has been delayed in the work due to causes beyond the control and without the fault or negligence of the Vendor, University may extend the time for completion of the work called for by this order, when promptly applied for in writing by Vendor, and if such delay is due to failure of University, not caused or contributed to by Vendor, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. The sole remedy of Vendor in event of delay by failure of University to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.

The rights and remedies of the University provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

As used in this Article, the word 'Vendor' includes Vendor and his sub-suppliers at any time.

7. **DISCRIMINATION AND AFFIRMATIVE ACTION.** Vendor and its sub-suppliers shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor and its sub-suppliers shall also abide by 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered contractors and subcontractors to employ and advance in employment qualified protected veterans.

8. **INDEMNIFICATION AND INSURANCE.** In the event the Vendor, its employees, agents or subcontractors, enter premises occupied by or under the control of the University in the performance of this order, the Vendor agrees that it will be responsible to, and indemnify and hold harmless, the University, its board, officers and employees, from any loss, cost damage, expense or liability by reason of property damages or personal injury of whatsoever kind or character, arising out of, as a result of, or in connection with such performance occasioned by the negligence or other fault, by act or omission of the Vendor, its agents, employees or subcontractors, and the Vendor agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above, and will maintain worker's compensation coverage (either by insurance or, if qualified pursuant to law, through a self-insurance program) covering all employees performing this order on premises occupied by or under the control of the University.
9. **PATENT INDEMNITY.** Vendor shall pay all royalty and license fees relating to the items covered hereby. In the event any third party shall claim that the manufacture, use and sale of these goods covered hereby, infringement of any copyright, trade mark or patent, the Vendor shall indemnify the University and hold the University harmless from any cost, expenses, damage or loss incurred in any manner by the University on account of any such alleged infringement.
10. **DISCOUNTS.** Discount time will not begin until receipt of equipment or merchandise and/or the invoice, whichever is later.
11. **OTHER APPLICABLE LAWS.** Any provisions to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

Section 2. GOVERNMENT SUBCONTRACT PROVISIONS

If this order is a subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and conditions of this Section 2 and any other provisions of this order, the terms and conditions of this Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, the following clauses, the terms "contract" shall mean "this order," the term "Contractor" shall mean "Vendor," and the terms "Government" and "Contracting Office" shall mean Colorado State University, Colorado State University - Pueblo and their Directors of Procurement Services, respectively. All of the clauses hereby incorporated by reference may be found on-line at the following URL: <http://farsite.hill.af.mil/farsite.html>

(NOTE: These FAR clauses may have applicability only under certain circumstances as indicated next to the clause in question.)

- A. The following provisions apply regardless of the amount of this order:
 1. 52.202-1 Definitions
 2. 52.223-6 Drug-Free Workplace (for work performed by individuals)
 3. 52.223-7 Notice of Radioactive Materials (applicable if radioactive materials are involved)
 4. 52.224-2 Privacy Act (applicable if Vendor is supplying design, development, or operation of a system of records on individuals)
 5. 52.225-13 Restrictions on Certain Foreign Purchases
 6. 52.247-63 Preference for U.S.-Flag Air Carriers
 7. 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
 8. 252.231-7000 Supplemental Cost Principles (if the prime funding is from Department of Defense)
- B. The following provisions apply if the amount of this order exceeds \$10,000:
 1. 52.222-21 Prohibition of Segregated Facilities.
 2. 52.222.26 Equal Opportunity
- C. The following provisions apply if the amount of this order exceeds \$15,000:
 1. 52.222-36 Affirmative Action for Workers with Disabilities
- D. The following provisions apply if the amount of this order exceeds \$100,000:
 1. 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
 2. 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
- E. The following provisions apply if the amount of this order exceeds \$150,000:
 1. 52.203-6 Restrictions on Subcontractor Sales to the Government
 2. 52.203-7 Anti-Kickback procedures except Subparagraph (c)(1)

3. 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
4. 52.215-2 Audit and Records -- Negotiation
5. 52.215-14 Integrity of Unit Prices
6. 52.219-8 Utilization of Small Business Concerns
7. 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation
8. 52.223-6 Drug-Free Workplace (for work performed by non-individuals)
9. 52.227-1 Authorization and Consent (Alternate I)
10. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
11. 52.203-7001 Prohibition of Persons Convicted of Fraud or Other Defense Contract Related Felonies (if the prime funding is from Department of Defense)

F. The following provisions apply if the amount of this order exceeds \$650,000:

1. 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plans (Large Businesses)
2. 52.219-16 Liquidated Damages – Subcontracting Plan

G. The following provisions apply if the amount of this order exceeds \$700,000:

1. 52.215-10 Price Reduction for Defective Cost or Pricing Data
2. 52.215-12 Subcontractor Cost or Pricing Data
3. 52.215-13 Subcontractor Cost or Pricing Data – Modifications.