

**ARL PENN STATE
PURCHASE ORDER
GENERAL TERMS AND CONDITIONS**

TERMS:

- 1. PRICE** – If no price is specified herein, charges shall not exceed Vendor’s standard price for merchandise of like quality and quantity. Vendor warrants that prices charged to University are based on Vendor’s current catalog or published price list of commercial items sold in substantial quantities to the general public.
- 2. PAYMENT** – Payment shall be made for items accepted by the University that have been delivered to the delivery destinations set forth in this order.
- 3. DISCOUNT** – Discount terms must be stated on the invoice. Discounts will be calculated from the date material or the invoice is received, whichever is later. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check.
- 4. DELIVERY** – The University reserves the right to cancel this order in whole or in part if any shipment of merchandise covered hereby is not received by the time specified.
- 5. QUANTITY** – The University’s count will be accepted as final and conclusive on all shipments not accompanied by a packing list. Unless expressly provided for to the contrary on the face of this order, all shipments are to be made F.O.B. Destination, and the Vendor shall bear all cost for cartage, boxing, or containers as required. Goods shipped to the University in excess of the quantities specified on the front page of this Purchase Order may be rejected or returned at Vendor’s expense.
- 6. DELIVERY TIME** – Goods shipped to the University in advance of, or after agreed upon delivery schedules may be rejected or returned at the Vendor’s expense. Time is of the essence.
- 7. INVOICING** – Invoices (in duplicate, one marked ORIGINAL) must be mailed to The Pennsylvania State University, Applied Research Laboratory, P.O. Box 30, State College, PA 16804-0030 or emailed to invoices@arl.psu.edu the day shipments are made. Individual invoices will be issued for each shipment and each order and must include the following information --

- (1) Name and address of the Vendor;
- (2) Invoice date;
- (3) Purchase Order number, line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in the event of a defective invoice.

Vendors are encouraged to assign an identification number to each invoice.

Emailed invoices should have Vendor Name and Purchase Order Number in the “Subject” line.

8. IDENTIFICATION -- THE UNIVERSITY’S PURCHASE ORDER NUMBER MUST SHOW ON ALL INVOICES, PACKING LISTS, AND BILLS OF LADING.

9. SOCIAL RESPONSIBILITY - Fulfilling the mission of The Pennsylvania State University (referred to below as the “University”) for those we serve requires the highest standards of integrity, responsibility, and respect, and we encourage our Vendors to aspire to those same standards, particularly when on campus or engaging with members of the University community. The University has adopted the [Global Sullivan Principles of Social Responsibility](http://purchasing.psu.edu/the-global-sullivan-principles-social-responsibility) (located at: Hyperlink for this is: <http://purchasing.psu.edu/the-global-sullivan-principles-social-responsibility>). We also encourage our Vendors to adopt and follow these principles.

10. RETURN OF UNIVERSITY DATA OR INFORMATION UPON TERMINATION OR EXPIRATION:

Upon expiration of a contract or order, or if a contract or order is terminated for any reason, Vendor will (i) deliver to the University, at no additional cost, a current copy of all University data or information in a readily available format, unless the parties mutually agree on a specific format for delivery, and (ii) if requested by the University in writing, completely destroy or erase all other copies of the University’s information or data in Vendor’s or its agents’ possession in any form, including, but not limited to, electronic copies, hard copies, or other memory devices. At the University’s request, Vendor shall certify to the University in writing that it has so destroyed or erased all copies of University data or information and that Supplier shall not make any further use of any of the University information

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or data.

CONDITIONS:

- 1. ACCEPTANCE OF ORDER** – This Purchase Order, when accepted by the Vendor, shall constitute the entire contract between the University and Vendor as agreed to and shall not be changed, altered, amended, supplemented, or canceled without the written approval of the “Purchasing Agent” listed on the Purchase Order of The Pennsylvania State University (referred to below as the “University”). The Vendor’s written acceptance of this Purchase Order, commencement of performance hereunder, or the shipment of any conforming article, shall constitute acceptance of this contract. It is a condition of this Purchase Order that any provisions printed or otherwise contained in any acknowledgment hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this Purchase Order, shall have no force or effect, and that Vendor by such acknowledgment thereby agrees that any such provisions therein or any such alterations in this Purchase Order shall not constitute any part of this contract of purchase and sale. This contract contains the entire agreement of the parties.
- 2. INSPECTION/ACCEPTANCE** – The Vendor shall only tender for acceptance those items that conform to the requirements of this contract. The University reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The University may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The University must exercise its post-acceptance rights-- (1) Within a reasonable time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to a defect in the item.
- 3. TITLE** – Unless this Purchase Order specifically provides otherwise, title to items furnished under this order shall pass to the University upon acceptance, regardless of when or where the University takes physical possession.
- 4. RISK OF LOSS** – Unless this Purchase Order specifically provides otherwise, risk of loss or damage to the items provided under this order shall remain with the Vendor until, and shall pass to the University upon, delivery of the items to the University at the destination specified in the Purchase Order.
- 5. CHANGES** – The University may from time to time, by written instructions or drawings issued by the Purchasing Agent to the Vendor, make changes, issue additional instructions, require additional work, or direct the omission of work previously ordered. The provisions of this agreement shall apply to all such written modifications. Any requested increase or decrease in the total cost schedule contained in this Purchase Order must be expressly approved by Purchasing Agent in writing.
- 6. ADDITIONS** – No extra work, additions or alterations will be paid for by the University unless performed pursuant to and in accordance with the written Purchase Order of the University.
- 7. CANCELLATIONS** – The University may cancel this Purchase Order at any time, giving notice in writing. In the event of such termination, the Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. An equitable adjustment in price and/or delivery schedule will be negotiated for materials completed or in process at the time of the change. The Vendor shall not be paid for any work performed or costs incurred, which reasonably could have been avoided.
- 8. TERMINATION FOR DEFAULT** – a) The University may by notice in writing direct Vendor to terminate this Purchase Order or work under this Purchase Order in whole or in part at any time for breach of any one or more of its terms. b) In the event of Vendor’s default hereunder, the University may exercise any or all rights accruing to it, both at law including those set forth in Article 2 of the Uniform Commercial Code or in equity. The University shall not be liable to the Vendor for any amount for supplies or services not accepted, and the Vendor shall be liable to the University for any and all rights and remedies provided by law. c) Vendor’s obligations under the warranty, patent and confidentiality provisions of this Purchase Order shall survive such termination. If it is determined that the University improperly terminated this contract for default, such termination shall be deemed a termination for convenience under the provisions of the Cancellations clause.
- 9. TERMINATION DUE TO LACK OF FISCAL FUNDING** – In the event sufficient funds are not appropriated to the University, or to any one of its departments, to fulfill the requirements of the purchase order, the University may in its sole discretion, terminate this purchase order, in whole or in part, by giving Vendor written notice thereof. In the event the University terminates this Purchase Order due to insufficient funds, this Purchase Order shall terminate on the first day of the University’s fiscal year for which the funds are not appropriated.

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10. EXCUSABLE DELAYS – The Vendor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Vendor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Vendor shall notify the University in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the University of the cessation of such occurrence.

11. WARRANTY AND INSPECTION – Vendor warrants all articles sold and materials and work delivered hereunder shall be of good quality and merchantable and fit for use for the particular purpose described in this order and free from any defects and shall at all times be subject to inspection and rejection; but neither the University's inspection nor failure to inspect or reject shall relieve the Vendor of any obligations hereunder. Such inspection shall not exclude any warranties in respect to such goods.

12. LIENS, CLAIMS AND ENCUMBRANCES – Vendor warrants and represents that all the goods and materials delivered herein are free and clear from all liens, claims or encumbrances of any kind.

13. SAMPLES – May be requested for inspection and approval prior to manufacture or delivery.

14. PATENTS – The Vendor warrants that the material delivered, either alone or in combination with other materials, will not infringe on any patents in the United States or any foreign country, or the intellectual property rights of any third parties.

15. INDEMNIFICATION – The Vendor agrees to indemnify the University and its officers, directors, employees and agents and hold them harmless from and against all liability, loss and expense (including reasonable legal fees) for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright, or other intellectual property right arising out of the performance of this order, provided the Vendor is reasonably notified of such claims and proceedings. Vendor shall protect, indemnify and save University harmless from and against any damage, cost or liability for any or all injuries (including death) to persons or property arising from actions, errors, omissions, or negligence of Vendor, its directors, officers, employees, agents, contractors or subcontractors, however caused including, but not limited to, any defect in material, any defect in services, workmanship, design of any good furnished, patent and/or copyright infringements or violations, and/or failure to follow or abide by any and all governing laws, ordinances, codes, and regulations.

16. STANDARD INSURANCE REQUIREMENT – The Vendor and any Subcontractor thereof, shall, at its own expense, carry and maintain the following insurance or self-insurance during the term of this Agreement, in amounts not less than that specified for each type. Such insurance or self-insurance shall be primary and non-contributory to the University's insurance and self-insurance coverage. The limits required for the Employers' Liability, Automobile Liability and Commercial General Liability coverages may be satisfied through primary insurance or any combination of primary and umbrella/excess liability insurance as long as the umbrella/excel liability insurance follows the form of the primary coverage.

Failure to procure, carry, and maintain the following insurance or self-insurance shall not relieve the Vendor, and any Subcontractor thereof, of any obligation or liability assumed under the Purchase Order, nor of any obligation or liability imposed by law. In no event shall the liability of the Vendor be limited to the extent of any insurance or self-insurance or the minimum limits required herein. Any self-insured retentions, deductibles, and exclusions in coverage in the insurance required shall be assumed by and at the sole risk of the Vendor. All insurance policies except the Worker's Compensation must contain a waiver of subrogation against the University. The Vendor or its insurers must provide thirty (30) days advanced written notice to the University of any cancellation or material reduction in the required insurance or self-insurance programs below. **All insurance coverages (except those that are self-insured and approved by the University) must be written with an insurer licensed to conduct business in Pennsylvania and rated not less than A- by A. M. Best. In the event the Vendor fails to maintain and keep in force the insurance coverages required, the University shall have the right to immediately terminate the Agreement without penalty. The insurance requirements shall be subject to University review and approval, on an annual basis, during the term of this Purchase Order**

- a) **Workers' Compensation** for statutory obligations imposed by workers' compensation and occupational disease laws. **Employers' Liability** insurance shall be provided with limits of not less than \$500,000 for each subcategory of coverage.

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- b) **Automobile Liability** insurance (Bodily Injury Liability and Property Damage Liability) for all owned, leased, hired, non-owned vehicles with limits not less than \$1,000,000 Combined Single Limit.
- c) **Commercial General Liability** insurance including coverage for bodily injury, property damage, and personal injury for premises and operations, products and completed operations, contractual liability arising from all operations written on an occurrence basis with limits not less than \$1,000,000, and which must apply to ongoing operations. Medical Expense coverage must be written with a limit of not less than \$10,000 per person. "The Pennsylvania State University" must be named as an additional insured.

An Insurance Certificate evidencing the above required insurance coverages, limits, primary and non-contributory provisions, the Commercial General Liability additional insured provision, excess following form provisions, and waiver of subrogation provisions, must be provided to the University, with the Certificate Holder as follows:

The Pennsylvania State University
c/o Risk Management Office
Rider Building – Suite 103
227 West Beaver Avenue
State College, PA 16801

Prior to commencing work, the Vendor must provide a current certificate of insurance meeting the minimum coverages stated herein to the Purchasing Agent.

- d) **Professional Liability (Errors & Omissions)** insurance if professional services are being provided (by licensed and non-licensed professionals) with limits not less than \$1,000,000 per claim, for damages caused by acts, errors, omissions, and negligent acts of Vendor's employees and agents arising from the performance of professional services.
- 17. BANKRUPTCY** – In the event of any proceedings in bankruptcy or insolvency by or against the Vendor, or in the event of the appointment (with or without the Vendor's consent) of an assignee for the benefit of creditors, or of a receiver, the University may cancel this order for default.
- 18. PENNSYLVANIA LAW** – Performance of this order and all other matters pertaining thereto shall be governed by the laws of the Commonwealth of Pennsylvania, United States of America, without reference to its conflict of law provisions.
- 19. DISPUTE RESOLUTION** – Any and all claims, disputes or controversies arising under, out of, or in connection with this Purchase Order, shall be reduced to writing, and communicated to the other party pursuant to the notices section hereof. Each party shall appoint a representative to attempt to amicably negotiate a resolution thereof. If the representatives of the parties have not been able to resolve the dispute within fifteen (15) business days after formal notification of the dispute hereunder, the parties shall have the right to pursue any other remedies legally available to resolve such dispute in either the Courts of the Common Pleas of Centre County of Pennsylvania or in the United States District Court for the Middle District of Pennsylvania, to whose jurisdiction for such purposes the University and Vendor each hereby irrevocably consents and submits. Notwithstanding the foregoing, nothing in this Article shall be construed to waive any rights or timely performance of any obligations existing under this order. The Vendor shall proceed diligently with performance of this order, pending final resolution of any dispute arising under the Purchase Order.
- 20. TAXES** – The University is exempt from all Federal Excise Taxes. The Pennsylvania State University is an instrumentality of the Commonwealth of Pennsylvania, and as such, is exempt from Pennsylvania Sales and Use Tax.
- 21. ASSIGNMENT** – This Purchase Order, and all obligations hereunder, including provisions of monies due under this order, shall only be assignable with prior written consent of University
- 22. ORDER OF PRECEDENCE.** – Any inconsistencies in this order shall be resolved by giving precedence in the following order: (1) These Terms and Conditions, (2) the schedule of supplies/services, exclusive of appendices, specifications, plans of this Purchase Order, (3) appendices, (4) specifications, (5) plans, (6) other documents, exhibits, and attachments of this Purchase Order. Vendor shall immediately bring any inconsistencies to the attention of the University in writing.

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23. BACKGROUND CHECK REQUIREMENTS - POLICY HR99 - Any Vendor doing work on University premises, or to represent the University at non-University locations, must certify that they have read University Policy HR99 and have complied with all relevant aspects as found on the following website: <http://guru.psu.edu/policies/OHR/hr99.html>.

By accepting this purchase order, Vendor certifies that all employees, subcontractors, or volunteers who will work on University premises have successfully passed a background check that meet or exceed the University's standards for the type of work being performed as specified in the University policy.

In addition to the background checks, all individuals, including the employees of any subcontractors engaged by your firm to work on awarded project are required to self-disclose criminal arrests and/or convictions as outlined in the PSU Arrest and Conviction self-disclosure form within a 72 hour period of their occurrence. The self-disclosure form with the listing of convictions that must be reported can be found through a link within University Policy HR99 Background Check Process: <http://guru.psu.edu/policies/OHR/hr99.html>.

All disclosures from the background checks and self-disclosure requirement are to be reported to the Penn State Office of Human Resources (814/865-6247).

Criminal convictions will be reviewed with respect to the nature and gravity of the offense(s); time since conviction; completion of sentence or any other remediation; relevance to the position for which the employee is engaged; and discrepancies between the background check and what the employee self-reported.

Failure to comply with the background check and self-reporting requirements will be considered a breach of contract and grounds for termination of the awarded contract.

24. CHILD ABUSE REPORTING REQUIREMENTS - POLICY AD72 - All University employees, volunteers, and independent contractors, who in the course of their business, have reasonable suspicion of child abuse are required to make a report as outlined in University Policy AD72 <http://guru.psu.edu/policies/AD72.html>.

25. SUSPECT COUNTERFEIT ITEMS - Suspect/counterfeit items or services are a serious concern to the University because they present a potential threat to personal safety, equipment and system reliability and/or compliance with regulatory environmental standards. Failure of a safety or mission critical system due to a Suspect Counterfeit Item(s) could also have security implications at DoD facilities. Notwithstanding other warranty provisions of this Order, Vendor expressly warrants that all items provided under this Order are suitable for the intended or specified use and that no suspect or counterfeit items, component parts or materials have been furnished or delivered to the University under this Order. Unless otherwise specified in this order, the Vendor shall purchase directly from product manufacturers or authorized manufacturer distributors.

Vendor's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the University. In the event that a suspect or counterfeit item, as defined herein, is identified and/or delivered to the University, Vendor agrees to comply with all requirements stated in this Clause.

Definitions

Suspect Item: A suspect item is an item of which there is an indication by visual inspection, testing, or other verifiable information, that the item may not conform to established U.S. Government or industry-accepted specifications and national consensus standards.

Counterfeit Item: A counterfeit item is one that has been copied or substituted without legal right or authority or whose material, performance, or characteristics have been misrepresented by the vendor, supplier, distributor, or manufacturer.

Vendor shall only provide items and services that meet or exceed all requirements specified in this Order including verifiable compliance with all applicable quality, safety and manufacturing standards including all U.S. Government or industry-accepted specifications and national consensus standards. Examples of such standards include, but are not limited to: Underwriter's Laboratory (UL) Listing, National Fire Protection Association (NFPA), Standard of Mechanical Engineers (ASME), Institute of Electrical and Electronics Engineers (IEEE), Occupational Safety and Health Act (OSHA), American Society for Testing Material (ASTM), Nationally Recognized Testing Laboratory (NRTL), etc.

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Additional detailed information is available at the Department of Energy (DOE) Training Manual on [Suspect/Counterfeit Awareness](#)

Vendor shall have a quality assurance program that detects and prevents suspect/counterfeit items from being furnished or used in the performance of work under this Order. If requested by the University, Vendor shall furnish a certificate of compliance with delivery stating that all items fully comply with all requirements of this Order.

The Vendor may choose to identify to the University certifications held to applicable standards such as ISO/IEC 20243, Mitigating Maliciously Tainted and Counterfeit products or other similar standards, to satisfy this contract requirement. This can be completed by sending the certification to the ARL Penn State Purchasing Manager at Purchasing@arl.psu.edu.

In the event that the Vendor identifies or suspects that a suspect/counterfeit item may have been delivered under this Order, Vendor shall immediately notify the University Purchasing Agent. Vendor shall document and provide all available information regarding any item or service furnished under this Order that is suspected to be a suspect/counterfeit item, component, subcomponent part or material. The University shall impound the item(s). The Vendor may be required to replace such item(s) with item(s) acceptable to the University and shall be liable for all costs relating to the impoundment, removal, and replacement of the item(s). Vendor shall indemnify the University, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Detection of any or suspect/counterfeit item(s) leading to evidence of deliberate misrepresentation of any supplied item(s), including components, subcomponent parts or materials used in the item(s), may result in an investigation into the validity of certification, fraud, and/or forgery. Because falsification of information or documentation may constitute criminal conduct; the University will notify cognizant Department of Defense officials and the Office of the Inspector General.

Note: If this Order provides for the use of credit cards, their use in no way relieves the Vendor from complying with all requirements of this Clause.

For questions or to report suspect or counterfeit items or materials email or call the ARL Penn State Purchasing Manager at Purchasing@arl.psu.edu / 814-865-2588.

COMPLIANCES:

As a supplier of materials or services to The Pennsylvania State University, (including its Commonwealth Campuses) suppliers must comply with the following:

- 1. OSHA** – Products shall meet, and be in compliance with, the current applicable prescribed standards of the Federal Occupational Safety and Health of Act of 1970 in effect on the date of this order.
- 2. EXECUTIVE ORDER #11246**, as amended, governing Federal Contractors and Pennsylvania Executive Order 1972-1.
- 3. EXECUTIVE ORDER #11246**, as amended, stating that a Federal Contractor with a contract in excess of \$50,000 must require each subcontractor with 51 or more employees and a subcontract of \$50,000 or more to maintain a written affirmative action plan. Therefore, the University requests assurances that a written affirmative action plan has been prepared.
- 4. EXECUTIVE ORDER #11246**, as amended, requiring a Federal Contractor to obtain a certificate from all subcontractors with contracts in excess of \$10,000 that the subcontractor does not and will not maintain employee

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facilities in a segregated manner, or permit its employees to perform services in a facility under the subcontractor's control where segregated facilities are maintained.

5. THE PENNSYLVANIA HUMAN RELATIONS COMMISSION regulations in 16 PA Code, Chapter 49, whereby the contractor shall not discriminate against any applicant for employment because of regard to race, color, religious creed, ancestry, handicap or disability, national origin, age or sex.

6. SECTION 503 VOCATIONAL REHABILITATION ACT as amended (orders over \$10,000) relating to the hiring, retention, and promotion of qualified individuals with disabilities, and the applicable rules and regulations (41 CFR 60-741).

7. VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE ACT (VEVRAA) of 1974 as amended, 38 U.S.C. 4212 for orders over \$100,000 as implemented by Department of Labor Regulations, 41 CFR 60-300, requiring Affirmative Action and Nondiscrimination obligations of federal contractors and subcontractors regarding disabled veterans, recently separated veterans, active duty wartime or campaign badge veterans, and armed forces service medal veterans.

8. EXECUTIVE ORDER #11625 for orders over \$10,000 by other than personal service contractors, regarding Utilization of Minority Business Enterprises. **9. EXECUTIVE ORDER #11625** for orders over \$100,000 regarding Minority Business Enterprises Subcontracting Program.

10. PUBLIC LAW 95-507 for orders over \$ 150,000 regarding Small Businesses and Small Disadvantaged Businesses.

11. WITH RESPECT TO PURCHASE ORDERS issued under contracts with the Government of the United States, Executive Order #12800, which includes the Notification of Employee Rights Concerning Payment of Union Dues or Fees, including specifically the provisions of Section 2 (a), (1), (2), (3) and (4), unless otherwise exempted by rules, regulations, or orders of the Secretary of Labor.

12. PURCHASE ORDERS IN EXCESS OF \$150,000: Vendor agrees that the University, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment on this Purchase Order, have access to and the right to examine any pertinent books, documents, papers, and records of such Vendor involving transactions related to this Purchase Order.

By submitting a signed proposal or quotation in response to the University's solicitation, Vendor certifies that pursuant to Executive Orders 12549 and 12689 and the implementing rules it presently is not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

13. PURCHASE ORDERS IN EXCESS OF \$100,000: Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Air Pollution Prevention and Control (42 U.S.C. 7401 et seq.) and the Water Pollution Prevention and Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Regional Office of the Environmental Protection Agency and the appropriate Federal awarding agency. Vendor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By submitting a signed proposal or quotation in response to the University's solicitation, and/or acceptance of any Purchase Order, Vendor certifies that Vendor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

14. PURCHASE ORDERS IN EXCESS OF \$2,000 FOR CONSTRUCTION OR \$2,500 FOR REPAIR: Vendor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

15. WALSH-HEALY PUBLIC CONTRACTS ACT: If this Purchase Order is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount which exceeds, or may expect to exceed, \$10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act as amended (41 U.S.C. 35), there are hereby incorporated reference to all representations and stipulations required by said Act and regulations issued there under by the Secretary of Labor, such representation and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor.

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16. DEBARMENT AND SUSPENSION – Vendors shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled “Responsibilities of Participants Regarding Transactions”. The Vendor is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled “Covered Transactions”, includes a term or condition requiring compliance with Subpart C. The Vendor also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The Vendor acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in termination of the order, or pursuance of other available remedies, including suspension and debarment. Vendors may access the System for Award Management (SAM) website at <https://www.sam.gov/portal/public/SAM/>.

17. RIGHTS TO INVENTIONS MADE UNDER FEDERAL GOVERNMENT GRANTS, CONTRACTS AND COOPERATIVE AGREEMENTS – Purchase orders issued for the performance of experimental, developmental, or research work under Federal Government grants, contracts and cooperative agreements shall provide for the rights of the Federal Government and the Vendor (subcontractor) in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

18. VENDORS DEALING WITH MINORS – Any Vendor dealing with minors, under the age of 18, on University premises or representing The Pennsylvania State University at non-University locations, must adhere to University Policy AD39 and comply with all relevant aspects as found on the following website: <http://guru.psu.edu/policies/AD39.html>. This includes all employees, subcontractors, and volunteers.

19. ADA COMPLIANCE – The Pennsylvania State University is dedicated to ensuring accessibility to programs, services, and activities in accordance with the Americans with Disabilities Act, Title II. (<http://www.ada.gov/>)

20. PRODUCT ACCESSIBILITY – The University is committed to purchasing or recommending electronic and information technology (EIT) that provides the same programs, benefits and services that they do to individuals without disabilities except when it is technically unfeasible to do so. Electronic and information technology (“EIT”) is information technology and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. EIT includes, but is not limited to, the following:

- Telecommunications products
- Information kiosks
- Automated teller machines
- Internet and intranet websites
- Electronic books and electronic book reading systems
- Search engines and databases
- Course management systems
- Classroom technology and multimedia
- Personal response systems (“clickers”)
- Office equipment

For web-based technology, Vendor must ensure that products provided under this Purchase Order conform to the [W3C Web Content Accessibility Guidelines, version 2.0](https://www.w3.org/TR/WCAG/) (WCAG 2.0) (located at: <https://www.w3.org/TR/WCAG/>) at conformance levels A and AA. In the event products provided under this Purchase Order do not fully conform to WCAG 2.0 A and AA, Vendor must advise University in writing of the nonconformance and should provide detailed information regarding the plans to achieve conformance, including but not limited to an intended timeline.

For non-web based EITs, Vendor warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U. S. C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Vendor further agrees to indemnify and hold harmless University from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Contract.

21. FERPA - If Vendor receives from or on behalf of the University, or by reason of this order or contract has access to information or data which is protected by the Family Education Rights and Privacy Act, 20 U. S. C. Section 1232g, and any regulations promulgated pursuant thereto (“FERPA”) (all such University data or information “FERPA Data”), then in addition to these Purchasing Terms and Conditions, the terms and conditions of the University’s FERPA Data

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Addendum or the University's Addendum for Hosting Sensitive Penn State Data shall control Vendor's receipt, access to and/or use of FERPA data.

22. NON-DISCRIMINATION - During the performance of this order, the Vendor agrees that it will not discriminate against any employee or applicant for employment because of age, race, color, ancestry, national origin, religion, creed, service in the uniformed services (as defined in state and federal law), veteran status, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas, or any other basis prohibited by law.

23. VENDOR CONDUCT - The University is committed to equal access to programs, facilities, admission and employment for all persons, in an environment free of harassment and free of discrimination. Conduct constituting harassment or discrimination in the University environment, as prohibited by University Policy AD85, is subject to corrective action.

24. BACKGROUND CHECK REQUIREMENTS - POLICY HR99 - Any Vendor doing work on University premises, or to represent the University at non-University locations, must certify that they have read University Policy HR99 and have complied with all relevant aspects as found on the following website: <http://guru.psu.edu/policies/OHR/hr99.html>.

By accepting this purchase order, Vendor certifies that all employees, subcontractors, or volunteers who will work on University premises have successfully passed a background check that meet or exceed the University's standards for the type of work being performed as specified in the University policy.

In addition to the background checks, all individuals, including the employees of any subcontractors engaged by your firm to work on awarded project are required to self-disclose criminal arrests and/or convictions as outlined in the PSU Arrest and Conviction self-disclosure form within a 72 hour period of their occurrence. The self-disclosure form with the listing of convictions that must be reported can be found through a link within University Policy HR99 Background Check Process: <http://guru.psu.edu/policies/OHR/hr99.html>.

All disclosures from the background checks and self-disclosure requirement are to be reported to the Penn State Office of Human Resources (814/865-6247).

Criminal convictions will be reviewed with respect to the nature and gravity of the offense(s); time since conviction; completion of sentence or any other remediation; relevance to the position for which the employee is engaged; and discrepancies between the background check and what the employee self-reported.

Failure to comply with the background check and self-reporting requirements will be considered a breach of contract and grounds for termination of the awarded contract.

25. CHILD ABUSE REPORTING REQUIREMENTS - POLICY AD72 - All University employees, volunteers, and independent contractors, who in the course of their business, have reasonable suspicion of child abuse are required to make a report as outlined in University Policy AD72 <http://guru.psu.edu/policies/AD72.html>.

26. SUSPECT COUNTERFEIT ITEMS - Suspect/counterfeit items or services are a serious concern to the University because they present a potential threat to personal safety, equipment and system reliability and/or compliance with regulatory environmental standards. Failure of a safety or mission critical system due to a Suspect Counterfeit Item(s) could also have security implications at DoD facilities. Notwithstanding other warranty provisions of this Order, Vendor expressly warrants that all items provided under this Order are suitable for the intended or specified use and that no suspect or counterfeit items, component parts or materials have been furnished or delivered to the University under this Order. Unless otherwise specified in this order, the Vendor shall purchase directly from product manufacturers or authorized manufacturer distributors.

Vendor's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the University. In the event that a suspect or counterfeit item, as defined herein, is identified and/or delivered to the University, Vendor agrees to comply with all requirements stated in this Clause.

Definitions

Suspect Item: A suspect item is an item of which there is an indication by visual inspection, testing, or other verifiable information, that the item may not conform to established U.S. Government or industry-accepted

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specifications and national consensus standards.

Counterfeit Item: A counterfeit item is one that has been copied or substituted without legal right or authority or whose material, performance, or characteristics have been misrepresented by the vendor, supplier, distributor, or manufacturer.

Vendor shall only provide items and services that meet or exceed all requirements specified in this Order including verifiable compliance with all applicable quality, safety and manufacturing standards including all U.S. Government or industry-accepted specifications and national consensus standards. Examples of such standards include, but are not limited to: Underwriter's Laboratory (UL) Listing, National Fire Protection Association (NFPA), Standard of Mechanical Engineers (ASME), Institute of Electrical and Electronics Engineers (IEEE), Occupational Safety and Health Act (OSHA), American Society for Testing Material (ASTM), Nationally Recognized Testing Laboratory (NRTL), etc.

Additional detailed information is available at the Department of Energy (DOE) Training Manual on [Suspect/Counterfeit Awareness](#)

Vendor shall have a quality assurance program that detects and prevents suspect/counterfeit items from being furnished or used in the performance of work under this Order. If requested by the University, Vendor shall furnish a certificate of compliance with delivery stating that all items fully comply with all requirements of this Order.

The Vendor may choose to identify to the University certifications held to applicable standards such as ISO/IEC 20243, Mitigating Maliciously Tainted and Counterfeit products or other similar standards, to satisfy this contract requirement. This can be completed by sending the certification to the ARL Penn State Purchasing Manager at mpd2@arl.psu.edu.

In the event that the Vendor identifies or suspects that a suspect/counterfeit item may have been delivered under this Order, Vendor shall immediately notify the University Purchasing Agent. Vendor shall document and provide all available information regarding any item or service furnished under this Order that is suspected to be a suspect/counterfeit item, component, subcomponent part or material. The University shall impound the item(s). The Vendor may be required to replace such item(s) with item(s) acceptable to the University and shall be liable for all costs relating to the impoundment, removal, and replacement of the item(s). Vendor shall indemnify the University, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Detection of any or suspect/counterfeit item(s) leading to evidence of deliberate misrepresentation of any supplied item(s), including components, subcomponent parts or materials used in the item(s), may result in an investigation into the validity of certification, fraud, and/or forgery. Because falsification of information or documentation may constitute criminal conduct; the University will notify cognizant Department of Defense officials and the Office of the Inspector General.

Note: If this Order provides for the use of credit cards, their use in no way relieves the Vendor from complying with all requirements of this Clause.

For questions or to report suspect or counterfeit items or materials email or call the ARL Penn State Purchasing Manager at mpd2@arl.psu.edu / 814-865-2588.

27. OTHER COMPLIANCES – The Vendor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this Purchase Order.