

University of Missouri - DIRECTIONS AND CONDITIONS

If this Purchase Order is issued in acceptance of a bid it is noted on the face hereof, and in such case the contract shall consist of the University's Bid Request, Supplier's Bid in compliance with the terms and conditions of the Bid Request and Specifications, and Purchase Order.

University assumes that items bid as equal are equal and reserve the right to return at Supplier's expense all items that are furnished which are not acceptable as equals as required by the Bid Request and Specifications, and Supplier agrees to replace such item with satisfactory items at the original bid price.

1. Any additional terms and/or changes submitted or referenced by Supplier will not apply unless accepted and agreed upon by the University in writing.
2. The Purchase Order shall not bind the University for an amount in excess of that noted on the face hereof. In case property of the value in excess thereof is forwarded to the University hereunder, University may at its election retain the property at the invoice price, or return it to the Supplier at Supplier's expense.
3. C.O.D. shipments will not be accepted.
4. All shipping charges must be PREPAID. No packing or drayage charges will be allowed.
5. Supplier agrees to defend, protect and save the University harmless from all claims and actions arising out of patent infringement.
6. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the Supplier.
7. All goods ordered and received are subject to test and inspection, and shall remain the property of the Supplier until acceptance or rejection by the University.
8. The University reserves the right to cancel all or any part of orders if shipments are not made as promised or ordered. Supplier shall notify the Procurement Department if shipment cannot be made as promised or ordered.
9. Supplier agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from date of acceptance by the University unless otherwise specified.
10. When required, samples must be furnished.
11. All items or services to be furnished hereunder shall meet all applicable state and federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished hereunder, must be reported in writing to the University's Director of Procurement, prior to providing the items or services set forth on this Purchase Order.
12. Equal Opportunity: The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns(Publication L.95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
13. As required by Section 508 of the Rehabilitation Act (36 C.F.R., Pt. 1194) and other state and federal laws, the University requires that all products provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. To fulfill this obligation, Supplier shall: (1) ensure that all products comply with the Web Content Accessibility Guidelines (WCAG); (2) provide the University with an Accessibility Conformance Report; (3) respond promptly to accessibility complaints or reported deficiencies at no cost to the University, and (4) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.
14. Packages shall be marked and invoices rendered as directed on the face hereof. Show purchase order number on all invoices and correspondence. Invoices must be furnished with full description of items or services furnished.
15. Materials and services furnished to the University are not subject to either Federal Excise Tax or the Missouri State Sales Tax. Exemption certificates will be furnished on request.
16. The University will comply with applicable federal and state laws including the Foreign Account Tax Compliance Act which may require the University to withhold and remit to the US Treasury a percentage of payments to certain foreign Suppliers.
17. If this Purchase Order involves health care services or products, the Supplier agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Supplier with regard to patients of the University. All services provided pursuant to this Purchase Order shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 the Administrative Simplification sections, and the regulations promulgated pursuant thereto and

regulations of the Joint Commission on Administration. Supplier represents that Supplier is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Supplier agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

18. Debarment and Suspension Certification - The contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
19. If this Contract involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if Contractor is a company with ten (10) or more employees, then Contractor certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

Supplier Reporting for the American Reinvestment and Recovery Act

General Background

The University is a recipient of funds received by the American Recovery and Reinvestment Act of 2009 (ARRA). Some of these funds will be used for payment of goods and/or services to Suppliers. If possible, Suppliers will be notified before a purchase is made that ARRA funds are being used to purchase goods or services, however, such notification may not be possible until after the purchase is complete. Any Suppliers receiving payments using ARRA funding are responsible for 1512 reporting obligations mandated by the Federal Government. The information contained here is not designed or intended to be a comprehensive list of the obligations and responsibilities under the ARRA. It is imperative that each Supplier be familiar with Section 1512 of ARRA and the guidance material available at <http://www.recovery.gov/?q=content/recipient-reporting>.

University Requirements

For any individual Supplier payments of \$25,000 or more, the University will request information on jobs created and/or retained from the Supplier. This will be requested on a quarterly basis and include both a number of jobs created/retained and a brief description.

- **Jobs or positions created** means those new positions created and filled, or previously existing unfilled positions that are filled, as a result of ARRA funding.
- **Jobs or positions retained** means those previously existing filled positions that are retained under ARRA funding.

The description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work. A job cannot be reported as both canceled and retained.