

Additional Terms and Conditions - Fund Source Specific

The following terms and conditions shall be incorporated in their entirety where applicable.

The Following Provisions Apply to This Order:

ARTICLE 1 - AUDIT BY STATE OF CALIFORNIA: (Applicable on POs for Equipment >\$10,000 and against State of California Fund Sources.)

This order shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment under this order. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

ARTICLE 2 - ACCOUNTS, RECORDS AND AUDITS: (Applicable on POs for 'cost reimbursement' type contract, regardless of value, and for other than federal fund source.)

Contractor, and any subcontractors performing work hereunder, shall maintain accounts, records, documents and other evidence ("Records") detailing all elements of their proposal costs and supporting all charges made by them under this contract. These records shall be retained by contractor and subcontractor for a period of three (3) years from the date of the expiration of this contract. The system of accounts employed by the contractor and the subcontractors hereunder shall be satisfactory to the University, shall be in accordance with the generally accepted accounting principles consistently applied, and shall be subject to inspection and audit by the University and any of its duly authorized representatives at all reasonable times and places.

ARTICLE 3 - CONFLICT OF INTEREST- EMPLOYEE-VENDOR RELATIONSHIP: (Applicable on all POs regardless of value or fund source.)

It is the policy of the University of California, (UC) to separate an employee's University and private interests, and to safeguard the University and its employees against charges of favoritism in acquisition of goods and services. The State of California Political Reform Act prohibits a UC employee, or near relative of a UC employee, from making or participating in the making of a decision if there exists an "employee-vendor relationship".

The vendor who is awarded this purchase order to rent or sell goods or to provide services hereby certifies that no UC employee or near relative of an employee is employed by or owns or controls more than 10% interest in their business. Vendor hereby certifies these conditions and does so by executing the Vendor Acknowledgment page of this Purchase Order.

If such interest shall exist, unless such existence is otherwise noted as acceptable on the face of this purchase order, as a condition precedent to the performance of this purchase order, proposer shall disclose the name(s) of the employee(s) or near relative(s) of an employee and describe the degree of financial interest or employment by their firm immediately to the UCSD buyer noted on this order. The mere existence of such a financial interest or employment shall not be cause for cancellation of this order.

However, such information will be submitted to the University for review and consideration prior to performance of this purchase order/contract.

ARTICLE 4 - PROCUREMENT OF FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES PRODUCED BY FORCED, CONVICT, OR INDENTURED LABOR: (Applicable on all POs regardless of value or fund source.)

It is the policy of the University of California that no foreign-made equipment, materials, or supplies furnished to the University of California shall be produced by forced labor, convict labor, or indentured labor under penal sanctions, as defined in section 1307 of title 19 of the United States code and in support of section 6108 of the California Public Contract Code.

ARTICLE 5 - ENVIRONMENTAL ISSUES: (Applicable on all POs regardless of value or fund source.)

In a continuing effort to support critical environmental issues, the University of California, San Diego is requesting that all vendors package equipment and supplies in bio-degradable packing whenever possible.

ARTICLE 6 - OSHA STANDARDS: (Applicable on all POs regardless of value or fund source.)

The seller warrants and represents that the equipment, when delivered, shall conform to all applicable standards and requirements of the current Federal Occupational Safety

The Following Provisions Also Apply if Federal Contract and Grant Funds Are Used:

ARTICLE 7 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applicable if PO >\$100,000 and is against federal contract or grant funds.)

In accordance with 31 USC 1352, and FAR 52.203-11 and FAR 52.203-12, each tier certifies to the tier above, by virtue of execution of this agreement, that to the best of its knowledge and belief, that: No Federal appropriated funds have been/will be paid, by or on behalf of vendor, to any person for influencing/ attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, vendor shall complete and submit to the University, OMB Standard Form-III, "Disclosure Form to Report Lobbying".

ARTICLE 8 - RIGHT TO AUDIT- FEDERAL SPONSORING AGENCY: (Applicable if the PO is > \$10,000, if it is established based on negotiation, and is issued using Federal Grant Funds.) The University, the Federal Sponsoring Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, or records of the Seller which are directly pertinent to this order for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 9 - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: (Applicable if PO is for the performance of experimental, developmental or research work and is issued using Federal Grant Funds.)

Rights of the Federal Government and the recipient in any resulting inventions are granted 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.

ARTICLE 10 - DEBARRED OR SUSPENDED PARTIES

(Applicable if PO is > \$100,000 and is issued using Federal Grant Funds.)

No contract shall be made to parties listed on the General Services Administration’s list of parties excluded from Federal Procurement or Non-procurement programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.”

Upon offering to provide the goods and/or services set forth herein, and prior to entering into and performing hereunder, Vendor shall have certified and does so by executing the Vendor Acknowledgment page of this Purchase Order, or by providing the goods and/or services ordered above, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Subawardees, that is other corporations, partnerships, or other legal entities (called "lower tier" participants), must make the same certification to the applicant organization concerning their covered transactions.

ARTICLE 11 - PURCHASE OF AMERICAN-MADE EQUIPMENT

AND PRODUCTS: (Applicable on all POs against government contracts and grants regardless of value.)

It continues to be the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with grant, cooperative agreement, or contract funds should be American-made.

The Following Provisions Also Apply if Federal Contract Funds Are Used:

ARTICLE 12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS- FIRST TIER SUBCONTRACTOR: (Applicable if PO is > \$25,000 and is issued using Federal Contract Funds.)

The vendor certifies to the best of its knowledge and belief, that it nor any of its principals a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; b) have not within a three year period preceding this award been convicted of or had a civil judgement rendered against them for: commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to this submission of offers; or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property; and c) are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated herein. The vendor certifies that they have not, within a three year period preceding this offer, had one or more contracts terminated for default by any federal agency.

“Principals” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segments, and similar positions.)

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

Certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate the contract for default.

Vendor hereby certifies these conditions and does so by executing the Vendor Acknowledgment page of this Purchase Order, or by providing the goods/services purchased hereunder.