

# UNIVERSITY OF SAN FRANCISCO

## PO TERMS & CONDITIONS

### 1. Complete Agreement:

- a. These terms and conditions apply to all University of San Francisco (USF) Purchase Orders (POs). Adjustment to these terms may occur based on service type, funding sources, or specific Contractor requirements, but such adjustments must be documented in writing and approved by an authorized USF representative. Together with the PO, these terms constitute the complete agreement unless modified in writing by USF.
- b. For construction, renovation, or similar projects, a separate contract will govern construction-specific terms (e.g., compliance with building codes, safety standards, liability insurance), which will take precedence over the PO. Contractor must comply with all relevant California state and federal laws, including the California Building Standards Code (Title 24) and OSHA regulations.
- c. All services and activities performed under this PO must comply with applicable local, state, and federal regulations, including but not limited to California's labor and environmental laws. Contractors must adhere to all USF policies, including the [Supplier Code of Conduct](#), ethical procurement standards, and sustainability guidelines. This PO does not authorize any actions that conflict with these regulations or policies.
- d. If referenced in this PO, the Contractor's proposal is incorporated as part of the agreement; otherwise, only the terms and conditions within this PO are binding. In the event of a conflict, the terms of this PO shall prevail unless a formal written amendment to the PO is executed and approved by an authorized USF representative.

### 2. Definitions:

- a. "USF" refers to the University of San Francisco, including its trustees, officers, faculty, staff, students, affiliates, and agents.
- b. "Contractor" refers to the individual or entity contracted to provide goods and/or services under this Purchase Order, and includes all of the Contractor's sales representatives, agents, subcontractors, employees, and distributors.
- c. "Purchase Order" or "PO" refers to a valid Purchase Order issued by USF.

### 3. General Provisions:

- a. **USF Vendor Portal Requirements:**

To conduct business with USF, the Contractor must register and maintain an active profile in the [USF Vendor Portal](#) for the duration of any Agreement, Contract, or PO with USF. The Contractor is responsible for keeping all information in the portal, including contact details, banking information, tax IDs, and compliance documentation, accurate and up-to-date. Through the

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portal, the Contractor must upload necessary documents, submit invoices, and track the status of POs and payments. The Contractor is solely responsible for securing its login information and ensuring data accuracy within the portal. USF will treat any updates made through a valid login as authentic and is not liable for unauthorized access or inaccuracies resulting from a valid login, including misdirected funds. Failure to maintain an active registration or comply with portal requirements may result in payment delays or suspension of any Agreement, Contract, or PO with USF. For resources and support, refer to the [Vendor Portal Reference Tool](#) website.

**b. Indemnification:**

The Contractor agrees to indemnify, defend, and hold harmless USF from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to Contractor's performance under this Agreement, including any bodily injury, death, or damage to real or personal property, to the extent caused by the negligence, recklessness, or misconduct of Contractor, its employees, agents, or subcontractors. This indemnity obligation does not extend to claims arising from the sole negligence or misconduct of USF, in accordance with California Civil Code §2782 and applicable law. The duty to defend arises upon the assertion of a claim that is potentially covered by this indemnity provision, and the Contractor shall reimburse USF for their legal costs and expenses upon demand.

**c. Assignment Prohibited:**

The Contractor shall not assign, transfer, or subcontract any rights, responsibilities, or obligations under this PO without the prior written consent of USF. Any attempted assignment or delegation in violation of this clause is void and may result in immediate termination of the PO. This prohibition aligns with 2 CFR §200.318 requirements for responsible procurement and California law, ensuring that all parties performing under this PO meet USF's standards for compliance, ethics, and performance. Any authorized subcontracting does not relieve the Contractor of its obligations under this PO, and the Contractor remains fully responsible for ensuring compliance with all applicable terms and conditions.

**d. Force Majeure:**

Neither the Contractor nor USF shall be liable for any failure to perform their obligations under this PO if such failure is caused by events beyond their reasonable control, including but not limited to acts of God, natural disasters, acts of war, terrorism, government restrictions, labor strikes, pandemics, or other unforeseen events that make performance impossible or impractical ("Force Majeure Events"). If a Force Majeure Event occurs, the affected party must notify the other in writing as soon as reasonably possible, specifying the nature, expected duration, and impact on performance. Both

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parties shall make reasonable efforts to mitigate the effects of the Force Majeure Event and resume full performance under this PO as soon as practicable. If the Force Majeure Event continues for more than thirty (30) days, either party may terminate this PO upon written notice to the other party without further liability, except for payments due for goods or services delivered prior to the Force Majeure Event. Nothing in this clause shall limit either party's rights or obligations under applicable federal regulations, including those set forth in 2 CFR Part 200, or under California law.

**e. Governing Law and Jurisdiction:**

This PO shall be governed by the laws of the State of California, without regard to its conflict of law provisions. Any dispute arising out of or relating to this Agreement shall be resolved exclusively in the state courts located in San Francisco County, California, or in the United States District Court for the Northern District of California, San Francisco Division. The parties hereby consent to the personal jurisdiction of these courts for any disputes under this Agreement. Nothing in this clause shall limit the parties' rights or obligations under applicable federal regulations, including those set forth in 2 CFR Part 200. All rights and remedies under this Agreement shall be cumulative and not exclusive of any other rights or remedies available under law.

#### 4. Performance and Delivery Requirements:

**a. Performance Assurance and Timeliness:**

- i. The Contractor acknowledges that timely performance is critical. Any potential delays or issues impacting delivery or service must be promptly reported to USF. If USF has reasonable concerns about the Contractor's ability to fulfill its obligations, the Contractor shall provide written assurance of its capability to perform within USF's specified timeframe and requirements.
- ii. Failure to meet deadlines, provide assurance, or address performance concerns may result in USF terminating the PO, canceling orders, or seeking alternative suppliers as permitted by law.
- iii. Industry practices do not override the Contractor's obligations under this PO; the PO terms take precedence unless otherwise agreed upon in writing.
- iv. **Labor Dispute Notification**: The Contractor shall promptly notify USF of any labor disputes (e.g., strikes or lockouts) that could impact performance, providing an estimated duration and a plan to minimize delays. The Contractor will take reasonable steps to resolve such disputes promptly to avoid materially affecting performance under this PO.

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### b. PO Reference Requirements:

- i. All order-related correspondence, including invoices, bills of lading, packing slips, and shipping documents, must reference the USF PO number.
- ii. Goods delivered to USF must display the PO number on all documentation and be directed to the specified delivery location. Non-compliance may lead to processing delays or rejection of goods and invoices.

### c. Delivery and Packaging:

- i. Deliveries shall be **FOB DESTINATION, Freight Prepaid and Added**, occurring within USF Central Receiving's normal operating hours unless otherwise specified.
- ii. Vehicles over 25 feet require prior arrangements, as loading dock access may be limited. Lift gates are mandatory for such vehicles. The Contractor is responsible for coordinating any special delivery needs with [USF Central Receiving](#).
- iii. Goods must be packaged according to accepted trade standards without additional packaging or cartage fees unless agreed in writing. Each shipment must include a packing slip referencing the USF PO number. Unauthorized shipments may be returned at the Contractor's expense.
- iv. The packaging, packing, marking, labeling, documentation, handling, and transportation of all materials ordered must also comply with applicable Interstate Commerce Commission regulations. All shipping documents, including packing slips, bills of lading, and other relevant paperwork, must clearly identify the materials and include a certification that the shipment is in proper condition for transportation, as required by Department of Transportation (DOT) regulations. The Contractor must adhere to all applicable Federal, State, and County laws, ordinances, and regulations regarding hazardous and toxic substances, including those governing access to information about such substances, as updated periodically. The Contractor is responsible for providing the USF with a "**Safety Data Sheet (SDS)**" or, for controlled hazardous waste substances, a Hazardous Waste Manifest, for all hazardous chemicals listed or added to the Chemical Information List, in compliance with all relevant laws and regulations.

## 5. Title, Risk of Loss, and Acceptance:

### a. Title and Risk of Loss:

- i. The Contractor retains title, risk of loss, and control of goods until they are delivered to and accepted by USF at the specified location.

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- ii. If goods are lost or damaged during shipment, the Contractor is responsible for filing claims and promptly repairing or replacing the goods at no additional cost to USF unless otherwise agreed in writing.
- iii. Upon acceptance by USF, risk of loss transfers to USF, except in cases of damage due to the Contractor's negligence, fault, or failure to comply with PO terms.
- iv. Transportation-related insurance costs are borne by the Contractor unless otherwise specified in the PO.

### **b. Acceptance of Goods and Services:**

- i. All goods and services provided under this PO are subject to USF's inspection and approval.
- ii. USF has thirty (30) days from the delivery date or completion of services to inspect and either accept the goods/services or notify the Contractor in writing of any nonconformity, defects, or discrepancies.
- iii. Acceptance by USF does not waive its right to later reject goods or services found to be defective or not in compliance with PO specifications.
- iv. If goods or services are rejected, the Contractor must promptly correct, repair, replace, or re-perform them at no additional cost to USF.
- v. If the Contractor fails to resolve the issue within an agreed timeframe, USF may cancel the PO, seek alternative remedies, or pursue damages.

## **6. Sales Tax, Invoicing and Payment:**

### **a. Sales Tax Responsibility:**

The Contractor is responsible for collecting and remitting all applicable state and local sales taxes. Unless otherwise stated, USF agrees to pay any applicable sales tax required by law.

### **b. Invoicing for Goods and Services:**

- i. The Contractor will be compensated for goods delivered and services rendered as specified in this PO.
- ii. Additional compensation will only be provided if expressly authorized in writing by USF through a PO amendment.
- iii. All invoices, along with detailed supporting documentation (e.g., time records, receipts, or descriptions of services performed), must be submitted via the [USF Vendor Portal](#).
- iv. Reimbursable expenses require prior written approval by USF and must be itemized in accordance with USF's reimbursement policies.
- v. USF reserves the right to withhold payment for any goods or services that do not meet PO standards.
- vi. Total compensation shall not exceed the amount specified in the PO without an amendment.

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**c. Payment:**

USF will issue payment within thirty (30) days of receiving an undisputed invoice or as otherwise agreed.

### 7. Insurance and Additional Insureds:

- a. The Contractor shall maintain adequate insurance, including general liability, workers' compensation, and any additional coverage required by California law, to protect both the Contractor and USF.
- b. Prior to commencing work, the Contractor must submit a valid Certificate of Insurance (COI) in the [USF Vendor Portal](#), meeting coverage requirements specified by [USF Risk Management](#).
- c. The COI must list the University of San Francisco, its Board of Trustees, Officers, Employees, Faculty, and Agents as additional insureds as applicable to the work under this PO.
- d. All required policies must be issued by carriers licensed in California with a minimum AM Best rating of A- or equivalent.
- e. Failure to provide or maintain the required insurance may constitute a material breach, and USF reserves the right to withhold payments, terminate the PO, or pursue other remedies as needed.

### 8. Warranties, Goods and Services:

**a. Warranty – Goods:**

The Contractor warrants that all goods provided under this PO:

- i. are of merchantable quality;
- ii. are suitable for the specific needs and purposes of USF as communicated to the Contractor;
- iii. conform to the highest warranties, representations, and assurances made by the Contractor, whether communicated orally or in any written advertisement, correspondence, or document provided to or held by USF;
- iv. comply with all applicable laws, codes, and regulations issued by any national, state, or local authorities; and
- v. are free from restrictions related to patents, copyrights, trade secrets, or other third-party rights.

If any warranty is breached, the Contractor agrees to promptly correct all defects or nonconformities, assume liability for any resulting direct, indirect, consequential, or other damages incurred by USF or third parties, and defend, indemnify, and hold USF harmless from any claims arising from such a breach.

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### **b. Warranty – Service:**

- i. The Contractor warrants that all services will be performed by experienced and highly skilled personnel, adhering to the highest professional standards for similar services.
- ii. The Contractor is responsible for the quality, timeliness, coordination, and completeness of the services provided.
- iii. Personnel assigned to perform services shall be those proposed by the Contractor and approved by USF; no personnel changes shall be made without USF's prior approval.
- iv. Only qualified personnel, appropriately trained and experienced for assigned tasks, will be used.
- v. If USF finds any of the Contractor's personnel unsatisfactory or inconsistent with service requirements, the Contractor agrees to replace them.
- vi. USF will not supervise or control the details of the Contractor's services; it is solely concerned with the final results delivered.

## **9. Dispute Resolution and Remedies:**

### **a. Notice to Cure:**

If the Contractor fails to perform any obligation under this PO, USF may provide written notice specifying the breach and allow the Contractor a period of ten (10) days to cure the issue. If the Contractor does not cure the breach within this period, USF reserves the right to terminate the PO or pursue other legal remedies available.

### **b. Dispute Resolution:**

In the event of any dispute, claim, or controversy arising out of or relating to this PO, the parties shall first attempt to resolve the matter through good faith negotiation. If the dispute cannot be resolved through negotiation, the parties agree to pursue mediation prior to initiating any legal action. This PO shall be governed by the laws of the State of California, and any litigation or arbitration shall be conducted within the jurisdiction of California courts. Each party shall bear its own costs related to the dispute unless otherwise determined by the mediator or court.

### **c. Change or Cancellation for Convenience:**

USF is only obligated to pay the Contractor for the goods and/or services specified in this PO. Any additional goods or services require written approval from USF. In accordance with 2 CFR §200.340, USF reserves the right to modify or terminate all or part of this PO at its convenience by providing written notice. If such changes result in increased or decreased costs or time required for performance, an equitable adjustment will be made to the compensation and/or performance period, and the PO will be amended accordingly. However, USF will not compensate the Contractor

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for any goods not shipped or services not performed as of the effective date of the change or termination. If the goods are standard items from the Contractor's inventory, any claim for an equitable adjustment must be submitted to USF in writing within thirty (30) days of receiving notice of the change or termination; otherwise, all such claims will be considered waived.

**d. Termination for Default:**

USF may, by written notice, terminate this PO, in whole or in part, if the Contractor fails to fulfill any of its obligations, including failure to meet quality standards, failure to deliver goods or services within the agreed-upon time. In the event of termination, the Contractor will be liable for all damages, including but not limited to:

- i. Any additional costs incurred by USF in re-procuring the same or similar goods or services;
- ii. Shipping charges for any items that USF, at its sole discretion, returns to the Contractor, including items already delivered but rendered unusable due to the Contractor's default;
- iii. Refunds for amounts paid by USF for any items received and subsequently returned to the Contractor; and
- iv. A refund of any prepaid fees for services not yet rendered, including a prorated refund for incomplete license periods or other service periods. Upon termination, USF's liability will be limited to payment for services performed in accordance with the PO up to the effective date of termination.

### 10. Intellectual Property, Use of Trademark, and Indemnification:

**a. Intellectual Property Rights and Compliance:**

Contractor will comply with 2 CFR §200.315 regarding intellectual property developed under this PO. If the contract involves research or intellectual property creation, USF retains rights to any data, research findings, or intellectual property produced.

**b. Use of Trademark:**

Contractor shall not use USF's name, logo, trademarks, or any identifying marks in any manner, including advertising or promotional materials, without prior written consent from USF. Any authorized use of USF trademarks shall be in strict compliance with USF's branding guidelines and is revocable at any time.

**c. Indemnification and Infringement:**

Contractor shall indemnify and defend USF against any claims, costs, or damages, including legal fees, arising from alleged infringement of third-party intellectual property rights related to products, services, or materials under this PO. Contractor will also indemnify USF for damages or costs from



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any violations of federal or state laws, including 2 CFR Part 200 and California intellectual property laws. If an infringement claim arises, Contractor will, at its expense and USF's option, either:

- i. secure continued use rights for USF;
- ii. replace or modify items to be non-infringing, or
- iii. remove items and refund payments made by USF.

This indemnification obligation survives the PO's termination. If any part of this indemnification clause is deemed unenforceable, the rest shall remain in effect, consistent with the parties' intent and California law.

### 11. Compliance with Regulatory Standards and Legal Requirements:

#### a. Non-Discrimination and Equal Opportunity:

The Contractor shall not discriminate on the basis of sex, race, color, national origin, disability, age, religion, veteran status, or any other legally protected characteristic, in compliance with Title IX of the Education Amendments of 1972 (20 U.S.C. §1681; 34 CFR Part 106) and applicable Federal and California state laws, including the California Fair Employment and Housing Act (FEHA). The Contractor is also required to comply with the USF's [Equal Opportunity and Non-Discrimination Policy](#).

#### b. California Prevailing Wage:

The Contractor must comply with all applicable labor standards, including California Labor Code §§1770–1782 (California Prevailing Wage Law) for any labor performed in California on public works or construction projects.

#### c. Immigration Reform and Control Act (IRCA):

The Contractor agrees to comply with all applicable provisions of the Immigration Reform and Control Act of 1986 (IRCA), including verifying the employment eligibility of all employees assigned to perform work under this PO. By accepting this PO, the Contractor affirms its compliance with IRCA requirements and agrees to provide documentation upon request to demonstrate adherence to employment eligibility verification requirements.

#### d. Sexual Harassment Policy:

The Contractor agrees to comply with all applicable laws and USF policies prohibiting sexual harassment in the workplace, including but not limited to California law (Government Code §§ 12940 and 12950.1) and any federal statutes applicable to the Contractor's work under this PO. By accepting this PO, the Contractor affirms its commitment to uphold a safe, respectful, and harassment-free workplace in alignment with California and USF policies.

#### e. Conflict of Interest and Ethical Standards:

The Contractor agrees to avoid all actual or perceived conflicts of interest and comply with federal, state, and USF policies, including 2 CFR §200.112;

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Title IX (20 U.S.C. §1681); 34 CFR Part 106; and California Government Code §§1090 and 87100 et seq. The Contractor certifies that no USF representative involved in this PO has a financial interest in the Contractor's organization and will promptly disclose any potential conflicts, cooperating with USF to mitigate them. The Contractor will uphold a non-discriminatory, harassment-free environment and comply with all Title IX standards in services impacting students, faculty, or staff. Ethical standards include strict adherence to California law, prohibiting actions that could benefit individuals involved in the procurement process or compromise public trust. The Contractor certifies independent judgment, avoiding conflicts affecting impartiality, and will notify USF of any issues per 2 CFR §200.318(c)(1). Additionally, in compliance with 2 CFR §200.113, the Contractor will disclose any federal or state violations affecting the PO and support non-retaliation policies for whistleblowers. USF reserves the right to terminate this PO for unresolved conflicts or unethical practices.

**f. Suspension and Debarment:**

In compliance with 2 CFR §200.214, the Contractor certifies that neither it nor any of its principals, affiliates, or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal or state department or agency. The Contractor shall immediately notify USF if it or any of its principals becomes subject to debarment or suspension during the term of this PO. Upon such notification, USF reserves the right to terminate this PO immediately without penalty and may pursue any other remedies available under this agreement or applicable law.

**g. Mandatory Disclosures and Record Retention:**

The Contractor agrees to maintain complete and accurate records related to the performance of this PO and to retain such records for a minimum period of three years following the final payment or termination of this PO, as required by 2 CFR §200.333. Records must include, but are not limited to, financial documents, supporting materials, and performance records relevant to the goods or services provided under this PO. USF, federal auditors, and other authorized representatives shall have the right to examine and audit these records at any reasonable time and location to ensure compliance with applicable federal, state, and USF policies. The Contractor agrees to provide access to records promptly upon request and to cooperate fully with any audit or examination conducted in compliance with federal and California law. If any audit or examination reveals improper charges or non-compliance with terms, the Contractor shall refund any disallowed costs to USF. Failure to maintain records or provide access as required may result in remedies under this PO, including possible termination.

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### **h. Data Security and Privacy Compliance:**

The Contractor shall implement industry-standard security measures, including encryption, access controls, and monitoring, to protect all sensitive information related to this PO. In the event of a data breach involving USF data, the Contractor must promptly report the incident and fully cooperate in corrective actions. Relevant data security records must be retained for three (3) years after the completion of the PO per 2 CFR §200.333, with access provided for USF review upon request. Non-compliance may result in corrective actions, including termination of this PO and potential legal remedies. The Contractor agrees to comply with applicable privacy laws and regulations, including:

#### **i. California Consumer Privacy Act (CCPA):**

Protecting personal information of California residents and upholding their rights to access, delete, or opt-out of data sharing.

#### **ii. 2 CFR §200.335 and §200.336:**

Ensuring secure management of information related to federally funded activities, allowing access for program audits, and adhering to federal data management standards.

#### **iii. Family Educational Rights and Privacy Act (FERPA):**

Maintaining confidentiality and proper handling of student education records.

#### **iv. General Data Protection Regulation (GDPR):**

Complying with EU data protection laws for personal data of EU residents.

#### **v. Health Insurance Portability and Accountability Act (HIPAA):**

Safeguarding Protected Health Information (PHI) as required.

### **i. Payment Card Industry Data Security Standard (PCI DSS):**

If the Contractor processes, transmits, or stores cardholder data on behalf of USF, the Contractor must comply with all applicable Payment Card Industry Data Security Standard (PCI DSS) requirements. This includes implementing and maintaining safeguards such as data encryption, access controls, and regular vulnerability assessments to ensure PCI DSS compliance. The Contractor must provide evidence of PCI DSS compliance annually or upon USF's request, which may include a current Attestation of Compliance (AOC) or Report on Compliance (ROC). Any breach or suspected compromise of cardholder data must be reported to USF immediately, followed by a comprehensive report detailing the incident and remediation steps. Failure to comply with PCI DSS requirements may result in termination of this PO and/or liability for any damages or costs incurred by USF due to non-compliance. Additional USF PCI DSS information and policies, refer to the [USF's PCI Compliance Resource](#) webpage.

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- j. **Accessibility Compliance:** The Contractor agrees to comply with the Americans with Disabilities Act (ADA), 42 U.S.C. §12101 et seq., and all applicable federal, state, and local accessibility laws in performing this PO. This includes ensuring that all goods, services, facilities, and digital content provided are accessible to individuals with disabilities and meet ADA standards, including Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines (WCAG), where applicable. If providing websites, web applications, or electronic content design services, the Contractor confirms that all deliverables will comply with [USF's Web Accessibility Standards](#). Non-compliance may result in corrective actions or termination of this PO.
- k. **Environmental Compliance and Hazardous Materials:**  
The Contractor shall comply with all applicable federal, state, and local environmental regulations, including CEQA, Title 22, Chapter 6.5 of the California Health and Safety Code, and RCRA. Non-compliance may result in corrective actions, PO termination, and legal penalties.
- i. **California Environmental Quality Act (CEQA):**  
For projects requiring CEQA compliance, the Contractor must conduct environmental reviews and implement required mitigation measures.
  - ii. **Title 22:**  
Contractor shall follow all requirements under Title 22, Division 4.5, for hazardous waste management, including waste identification, handling, storage, transportation, and disposal. Contractor must use authorized transporters and maintain accurate records.
  - iii. **Health and Safety Code Chapter 6.5:**  
Contractor agrees to comply with Chapter 6.5 regulations for hazardous waste, ensuring proper identification, handling, and disposal, and must maintain records and use only authorized transporters.
  - iv. **Resource Conservation and Recovery Act (RCRA):**  
Contractor is responsible for RCRA-compliant handling, transportation, and disposal of hazardous waste, with documentation available upon request.
  - v. **Asbestos and Proposition 65 Notification and Compliance:**  
Contractor is informed that certain areas may contain asbestos, lead-based paint, or other hazardous substances listed under Proposition 65. Compliance with Cal/OSHA, Proposition 65, and related standards is required. The Contractor must:
    - 1. Coordinate with USF Environmental Health and Safety at (415) 422-5884 to ensure safe handling and protection measures for these materials.
    - 2. Inform employees and subcontractors of any asbestos presence and ensure preventative measures.

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3. Ensure products or materials comply with Proposition 65, provide required warnings, and notify USF of any hazardous substances during work.

### I. Grant Funded Purchase Orders:

The following Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR) and United States Codes (USC) applicable to grants and/or subcontract purchases are incorporated herein by reference based on the amount of this PO. These regulations shall be interpreted as applicable to the U.S. Government, USF, and the Contractor, respectively:

#### **Regardless of PO Amount:**

<u>CFR/FAR:</u>	<u>TITLE:</u>
2 CFR §175.15	Award Term for Trafficking in Persons
FAR 52.222-50	Combating Trafficking in Persons
2 CFR §200.216	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.321	Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.
2 CFR § 200.322	Domestic Preferences for Procurements
40 CFR Part 247	Comprehensive Procurement Guideline for Products Containing Recovered Materials
41 USC §§ 8701-8707	Anti-Kickback Act of 1986
41 U.S.C. § 8101 et seq.	Drug-Free Workplace

#### **PO Exceeds \$2,000: All Above Regulations Plus:**

<u>CFR/FAR:</u>	<u>TITLE:</u>
29 CFR 5.5	Davis-Bacon Act
48 CFR § 22.403-2	Copeland Anti-Kickback Act

#### **PO Exceeds \$10,000: All Above Regulations Plus:**

<u>CFR/FAR:</u>	<u>TITLE:</u>
FAR 52.222-26	Equal Opportunity Per EO 11246

#### **PO Exceeds \$15,000: All Above Regulations Plus:**

<u>CFR/FAR:</u>	<u>TITLE:</u>
41 CFR Part 60-741	Affirmative Action and Non-Discrimination Obligations of Contractors and Subcontractors Regarding Individuals Disabilities
FAR 52.222-36	Equal Opportunity for Workers with Disabilities

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### **PO Exceeds \$150,000: All Above Regulations Plus:**

CFR/FAR:

42 USC 7401 et seq.

33 USC 1251 et seq.

FAR 22.3

FAR 52.222-4

48 CFR 3.502

TITLE:

Clean Air Act

Water Pollution Prevention and Control Act

Contract Work Hours and Safety Standards Act

CWHSSA – Overtime Compensation

Anti-Kickback Procedural Requirements