LASER INTERFEROMETER GRAVITATIONAL WAVE OBSERVATORY (LIGO)

COMMERCIAL ITEMS OR SERVICES CONTRACT

GENERAL PROVISIONS CALIFORNIA INSTITUTE OF TECHNOLOGY "INSTITUTE"

GENERAL PROVISION TITLE

1. Offer and Contract
2. Time of Delivery
3. Improper Delivery
4. Assignment
5. Authority of Institute Representative and Required Notices
6. Changes
7. Force Majeure
8. Existing Commercial Computer Software – Licensing
9. Export Licenses
10. Disputes and Governing Law
11. Inspection and Acceptance
12. Insurance
13. Indemnification
14. New Material
15. Order of Precedence
16. Payment
17. Use of Name
18. Title and Risk of Loss
19. Government Title to Property Purchased or Fabricated with Contract Funds
20. Taxes
21. Termination
22. Warranty
23. Audit and Records
24. Site Visits
25. Nondiscrimination
26. Equal Employment Opportunity
27. Anti-Kickback
28. Clean Air Act and the Federal Water Pollution Contract Act
29. Debarment and Suspension
30. Byrd Anti-Lobbying Amendment
31. Copeland "Anti-Kickback" Act
32. Davis Bacon Act
33. Surety Bonds
34. Rights to Inventions – 37 CFR part 401
35. Patent Rights - Bayh-Dole Act [35 U.S.C. 200 et seq.]

(See Page 2 for Individual General Provision Applicability)

APPLICABILITY OF INDIVIDUAL GENERAL PROVISIONS

APPLICABLE TO ALL TRANSACTIONS IN THE UNITED STATES

The term *United States* includes the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, American Samoa, Guam, Wake Island, the Canal Zone, and all other territories and possessions of the United States, and the term *States* includes any one of the forgoing.

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TAXES

20. The applicability of State sales tax is addressed on the face of the Purchase Order
    [For imports] Value Added Tax (VAT) is addressed on the face of the Purchase Order

APPLICABLE IN SPECIAL CIRCUMSTANCES ACCORDING TO THEIR TERMS

9. [For exports] Compliance with Export Regulations
12. [Suppliers Working on Site] Insurance
27. [For Contracts in excess of $100,000] Anti-Kickback Enforcement Act of 1986
29. [For Contracts in excess of $25,000] Debarment and Suspension
30. [For Contracts of $100,000 or More] Byrd Anti-Lobbying Amendment
31. [For designated Construction/Repair Contracts in excess of $2,000] Copeland "Anti-Kickback" Act
32. [For designated Construction/Repair Contracts in excess of $2,000] Davis-Bacon Act
33. [For designated Construction/Repair Contracts in excess of $500,000] Surety Bonds
34. [For designated Experimental, Development or Research Work] Rights to Inventions- 37 CFR part 401
35. [For designated Experimental, Development or Research Work] Patent Rights - Bayh-Dole Act [35 U.S.C. 200 et seq.]

APPLICABLE TO ALL TRANSACTIONS IN THE UNITED STATES

These provisions **do not apply to foreign suppliers** performing outside the United States.

25. Nondiscrimination
27. Equal Employment Opportunity
32. Clean Air Act and the Federal Water Pollution Control Act

This agreement is a subcontract pursuant to an NSF Cooperative Agreement (CA) between the NSF and the Institute, **PHY-0328418**.

1. **OFFER AND CONTRACT** The following terms, together with such terms, plans, specifications or other documents as attached or incorporated by reference as set forth on the face of this purchase order, constitute the offer of the Institute to Supplier and shall, when accepted, constitute the entire agreement ("Contract") between the Institute and Supplier. Institute hereby gives notice of its objection to any different or additional terms. This Contract is valid only as written. If price, terms, shipping date or other expressed condition of this Contract are not acceptable, the Institute must be notified and any variation must be accepted in writing prior to shipment or delivery. This Contract shall be deemed to have been accepted (a) in the absence of written notification of non-acceptance by the Supplier within a reasonable time, or (b) upon timely delivery of the products identified to the shipping address specified on the face of the order.
2. **TIME OF DELIVERY** Time is of the essence in this Contract. If delivery dates cannot be met, Supplier must notify the Institute immediately. Such notification shall not, however, constitute a change to the terms of this Contract except as the order may be modified in writing by the Institute.
3. **IMPROPER DELIVERY** In addition to other remedies provided by law, the Institute reserves the right to refuse any goods or services and to cancel all or any part of this Contract if Supplier fails to deliver all or any part of the goods or services in accordance with the terms and conditions of this Contract. Acceptance of any part of this order shall not bind the Institute to accept any future shipments nor deprive it of the right to return goods already accepted.
4. **ASSIGNMENT** The Supplier shall have no right to assign this Contract or any benefits from this Contract without prior written consent of the Institute.
5. **AUTHORITY OF INSTITUTE REPRESENTATIVES AND REQUIRED NOTICES; FACSIMILE AND ELECTRONIC SIGNATURES ACCEPTABLE**
   (a) No order, notice, or direction received by the Supplier and issued pursuant to this Contract shall be binding upon either the Supplier or the Institute, unless issued or ratified in writing by the Institute Purchasing Agent, the Director of Procurement Services, or by representatives designated in writing by either of them. (b) The parties agree that facsimile (fax) or electronic signature copies of contract documents are just as binding as originally-executed documents.
6. **CHANGES** The Institute may at any time, by a written order to the Supplier, make changes within the general scope of this Contract in any one or more of the following: (a) drawings, designs, or specifications; (b) method of shipment or packing; and (c) time or place of delivery. If any such change causes an increase of decrease in the cost of, or the time required for, the performance of any part of the work under this order, an equitable adjustment may be made in the order price or delivery schedule or both, and the order shall be modified in writing accordingly. Any claim by Supplier for adjustment under this Article must be asserted within 30 days from the date of receipt by Supplier of the notification of change; provided, however, that the Institute, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this purchase order. Nothing in this clause shall excuse Supplier from proceeding with this order as changed.
7. **FORCE MAJEURE** Each party shall not be liable for damages arising out of either its failure to deliver or any delay in delivery caused by strikes, lockouts, fires, war, or acts of God. The Supplier shall notify the Institute in writing as soon as it is reasonably possible after the commencement of any event triggering a delayed delivery or inability to deliver.
8. **EXISTING COMMERCIAL COMPUTER SOFTWARE – LICENSING** (This Article is applicable to the acquisition of any existing commercial computer software under this Contract.) a) Where the Supplier proposes its standard commercial software license, only those applicable portions that comply with the provisions of this Contract are incorporated into and made a part of this Contract. (b) If the Supplier does not propose its standard commercial software license until after this Contract has been issued, or at or after the time the computer software is delivered, such license shall nevertheless be deemed incorporated into and made a part of this Contract under the same terms and conditions as in paragraph (a) above. For purposes of receiving updates, correction notices, consultation, and similar activities on the computer software, any authorized user may acknowledge receipt of a registration form or card and return it directly to the Supplier; however, such signing shall not add to or alter any of the terms and conditions of this Contract. (c) If the specified computer software is shipped or delivered to the Institute, it shall be understood that the Supplier has unconditionally accepted the terms and conditions set forth in this Article, and that the terms and conditions of this Contract (including the incorporated license) constitute the entire agreement between the parties concerning rights in the computer software. (d) Supplier understands and agrees that the computer software may be: (1)

Used, or copied for use, in or with any computer owned or leased by, or on behalf of the Institute provided that the software is not used, nor copied for use, in or with more than one computer simultaneously, unless otherwise permitted; (2) Reproduced for safekeeping (archives) or backup purposes; (3) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software shall be subject to the same restricted rights; and (4) Disclosed and reproduced for use by Institute designees in accordance with this Article. (e) Supplier agrees that the software may be used by the Institute in support and furtherance of any of its obligations to the US Government or other funding organization. (f) Supplier warrants that it has the right to sell, license, or transfer the license for the software furnished to the Institute under this Contract in accordance with the terms of this Contract.

9. **EXPORT LICENSES** The Supplier shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Contract. In the absence of available license exemptions/exceptions, the Supplier shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
10. **DISPUTES AND GOVERNING LAW** (a) Any dispute or claim arising out of, in connection with, or relating to this Contract shall be submitted for resolution to ascending levels of management of the parties. If the dispute cannot be resolved after such negotiations, either party may pursue any appropriate legal recourse not inconsistent with the provisions of this Contract. (b) Pending any decision, appeal or judgment or the settlement of any dispute, Supplier agrees to proceed diligently with the performance of the requirements of this Contract. (c) This Contract shall be construed and enforced in accordance with the laws of the State of California. Disputes will be adjudicated in Los Angeles, California.
11. **INSPECTION AND ACCEPTANCE** The Institute shall have the right to inspect the work and activities of the Supplier under this Contract in such manner and at all reasonable times as are deemed appropriate. Final inspection shall be at the Institute's premises unless otherwise agreed in writing. The Institute, at its option, may reject any non-conforming items and (i) return such non-confirming items to the Supplier at the Supplier's risk and expense for credit to the Institute at the full invoice price plus all transportation and other related costs, or (ii) hold them for disposition in accordance with the Supplier's instructions at the Supplier's expense, including storage and handling. If the Institute rejects items as nonconforming, the quantities under this Contract will automatically be reduced unless the Institute otherwise notifies the Supplier. The Supplier will not replace quantities so reduced without written instruction by the Institute. Payment for nonconforming goods shall not constitute an acceptance thereof, limit, or impair the Institute's right to assert any legal or equitable remedy, or relieve the Supplier's responsibility for latent defects. The Institute may also opt for a refund of the amount paid under this Contract.
12. **INSURANCE** (This Article is applicable when the Supplier will be entering Institute-controlled premises.) (a) The Supplier shall, at its own expense, provide and maintain during the entire performance period of this Contract at least the following types and minimum amounts of insurance with the Institute named as an additional insured in policies for comprehensive liability insurance with a licensed carrier authorized to do business in the State of California: (1) Workers' Compensation and Employer's Liability Insurance, as required by applicable Federal and State workers' compensation and occupational disease statutes. The Employer's Liability coverage shall be at least $100,000, except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers. (2) Comprehensive Liability Insurance, including automobiles (owned, non-owned, or leased), completed operations, products, and contractual liability, for a combined single limit of not less than $1,000,000 for all deaths, injuries, and property damage arising from one accident or occurrence. (b) Insurance Certificates and Endorsements. Before commencing work under this Contract, the Supplier shall furnish (i) certificates of insurance for the coverages specified in paragraph (a) above, and (ii) an additional insured endorsement naming the Institute as an additional insured to the Contract for the coverage specified above. Such certificates and the endorsement shall provide that any cancellation or material change in the insurance policies shall not be effective (i) for such period as the laws of the State in which this Contract is to be performed, or (ii) until 30 days after the insurer or the Supplier gives written notice to the Institute, whichever period is longer. Also, such certificates and the endorsement shall (i) cover contractual liability assumed under this Contract, and (ii) be primary and noncontributing to any insurance procured by the Institute. The Supplier agrees to

permit the Institute to examine its original policies, should the Institute so request. Should the Supplier at any time neglect or refuse to provide the insurance required herein, or should such insurance be canceled, the Institute shall have the right to procure same and the costs thereof shall be deducted from monies then due or thereafter to become due to the Supplier.

13. **INDEMNIFICATION** The Supplier agrees to defend, indemnify and hold harmless the Institute from and against all claims, liability and expenses, including reasonable legal fees, arising from any actual or claimed: (i) injury to any person or property resulting from any act or omission of Supplier, its employees or agents, excepting such liability as may result solely from the negligent acts or omissions of the Institute or its employees; and (ii) infringement of any patent, copyright, or trademark by reason of the sale or use of the goods provided by Supplier hereunder. The Supplier's obligations hereunder shall survive acceptance of the goods and payment thereof by the Institute.
14. **NEW MATERIAL** Unless this Contract specifies otherwise, the Supplier represents that the supplies are new and are not of such age or so deteriorated as to impair their usefulness or safety. If the Supplier believes that furnishing other than new material will be in the Institute's interest, the Supplier shall so notify the Purchasing Agent in writing and request authority to use such material.
15. **ORDER OF PRECEDENCE** To the extent there is inconsistency among any documents relating to this order, the inconsistency will be resolved in the following order of priority: (a) These General Provisions; (b) The details specified on the order, or description of products or services; (c) any other documents the Institute agrees in writing to incorporate by reference.
16. **PAYMENT** (a) Invoices shall be submitted in duplicate to the attention of the Institute's Accounts Payable Department, unless otherwise specified, and shall contain the following information as applicable: (i) Contract number, (ii) item number, (iii) description of supplies or services, (iv) size, (v) quantity, (vi) unit price, (vii) extended totals and (viii) any other information which may be specified on the face of this Contract. Any applicable state sales or use taxes or Federal excise taxes shall be shown separately on the invoice. (b) The Institute shall pay the Supplier, upon the submission of proper invoices, the prices stipulated in this Contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this Contract. (c) The Institute shall make its best effort to make payments within the net period, if any, specified in the Contract, measured from the date of receipt of the goods or services at the destination or the date of receipt of the invoice, whichever is later. Discount time periods will be measured from the same date. Payment shall be deemed to have been made on the date the check is mailed or on the date on which an electronic funds transfer was made. In no event will the Institute be liable for or pay a surcharge, interest, or any kind of penalty as a result of the Institute's payment not being made within the net period, if any, specified in the Contract or the date of payment by electronic funds transfer. (d) Payment for goods or services in accordance with this paragraph will not waive or otherwise affect the right of the Institute to inspect such goods or services or to reject, or revoke acceptance of, nonconforming goods.
17. **USE OF NAME** Supplier agrees not to use the name or trademarks of the Institute or any member its staff in sales promotional work or advertising, or in any form of publicity, without the prior written permission of the Institute.
18. **TITLE AND RISK OF LOSS** (a) Unless otherwise provided in Section 19 or elsewhere in this Contract, title to tangible property (property of any kind except intangible property and debt instruments) furnished under this Contract shall pass to the Institute upon formal acceptance by the Institute, regardless of when or where the Institute takes physical possession, unless the Contract specifically provides for earlier passage of title. (b) Risk of loss shall not pass to the Institute until the tangible property called for in this Contract has been actually received and accepted by the Institute at the destination specified. Supplier assumes all responsibility for packing, crating, marking, transportation and liability for loss or damage in transit, notwithstanding any agreement by Institute to pay freight, express or other transportation charges. Supplier agrees to trace lost or delayed shipments at the request of the Institute.
19. **GOVERNMENT TITLE TO PROPERTY PURCHASED OR FABRICATED WITH CONTRACT FUNDS** Title to tangible property shall vest in the Government upon acquisition when the tangible property is intended to be installed at, incorporated into, built, or necessary for the construction or operation of either the Hanford or Livingston Observatories. All Government property acquired in accordance with this Section 19 shall be subject to the requirements set forth below:

    1. Title.

    (a) Tangible Property means property of any kind except intangible property and debt instruments. Title to all tangible property procured with funds provided through this Contract, and subject to this Section 19, shall vest in the Government as follows:

1) If this Contract contains a provision directing the Supplier to purchase material which the Government will reimburse as a direct item of cost under the Institute's primary Award, title to property shall pass to and vest in the Government upon delivery of such property to the Government, to the Institute, to the Supplier, to any subcontractor, or to any agent of the Government, of the Supplier, or of any subcontractor; and

2) Title to all other property shall pass to and vest in the Government upon the earliest to occur of the following:

(i) issuance of the property for use in contract performance pursuant to this Contract;

(ii) commencement of processing of the property or its use in contract performance pursuant to this Contract; or

(iii) reimbursement of the cost of the property by the Institute on behalf of the Government.

2. Legal title to all tangible property furnished by the NSF or acquired from other Government agencies shall remain with the Government, unless otherwise specified in this Contract.

3. Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall any Government property lose its identity by reason of affixation to any reality.

4. All subcontracts issued or awarded with respect to the performance of this Contract shall include provisions regarding the determination of title to tangible property acquired by the subcontractor in accordance with Sections 18 and 19.

5. Should Supplier purchase tangible property pursuant to this Contract and subject to this Section 19, Supplier shall be a limited agent of the NSF solely for the purpose of transferring and vesting title to such tangible property in the Federal Government. The agent shall be solely responsible for the payment of the purchase price of tangible property acquired, and the agent shall have no authority to bind or obligate the Institute, NSF or the Federal Government for payment of the purchase price to any third party. Such agents shall be and shall remain liable for the risk of loss of, destruction of, or damage to tangible property acquired until such tangible property is transferred to the possession of the Government or acceptance by the Institute.

20. **TAXES** (a) **Except as may be otherwise provided on this order,** the contract price includes all applicable Federal, State, and local taxes and duties. With respect to transactions for which the Institute may be exempt from any tax or duty, the Institute will provide, upon request, evidence to support its claim to such exemption. (b) The Institute will comply with all Federal and State income tax laws with respect to withholding and year-end tax reporting. (c) The Internal Revenue Service (IRS) requires the Institute to have on file a Taxpayer Identification Number (TIN) for every US person or US business that receives a payment, regardless if the payment is tax reportable or not. This information is provided on IRS Form W-9. US Citizens and Resident Aliens are required to complete a Form W-9 before receiving any payments from the Institute. A TIN can be any of the following: a Social Security Number (SSN) an Individual Taxpayer Identification Number (ITIN) or an Employer Identification Number (EIN). Failure to provide a TIN will result in delay of payment and/or backup withholding. (d) Foreign businesses providing services in the US for the Institute are required to provide the appropriate IRS Form W-8 (i.e., Form W-8BEN, W-8ECI, or W-8IMY). (e) Foreign individuals providing services in the US for the Institute are required to provide an IRS Form W-8BEN or IRS Form 8233 depending on the appropriate tax withholding treatment.

21. **TERMINATION** (a) For Cause. The Institute may terminate this Contract, or any part of it, for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any Contract terms and conditions, or fails to provide the Institute, upon request, with adequate assurances of future performance. In the event of termination for cause, the Institute shall not be liable to the Supplier for any amount for supplies or services not accepted, and the Supplier shall be liable to the Institute for any and all rights and remedies provided by law. If it is determined that the Institute improperly terminated this Contract for cause, such termination shall be deemed a termination for convenience. (b) For Convenience. The Institute reserves the right to terminate this Contract, or any part hereof, for its sole convenience. In the event of such termination, the Supplier shall immediately stop all work hereunder and shall immediately cause any and all of its subcontractors to cease work. Subject to the terms of this Contract, the Supplier shall be paid a percentage of the Contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Supplier can demonstrate to the satisfaction of the Institute, using its standard record keeping system, have resulted from the termination. The Supplier shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

22. **WARRANTY** Supplier expressly warrants all goods and services delivered under this Contract to be free from defects in material and workmanship and to be of the quality, size and dimensions ordered. This express warranty shall not be waived by reason of the acceptance of the goods or services or payment by Institute. The Supplier shall provide the Institute with a copy of any standard warranty which is normally offered on a commercial product deliverable under this Contract. The commercial product warranty shall be deemed to be incorporated by reference and the Institute shall be entitled to all rights under such warranty.
23. **AUDIT AND RECORDS** Financial records, supporting documents, statistical records, and other records pertinent to this Contract shall be retained by the Supplier for a period of five years from acceptance by the Institute. Supplier agrees that the Institute, the National Science Foundation, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Supplier which are directly pertinent to this Contract, for the purpose of making audits, examinations, excerpts and transcriptions.
24. **SITE VISITS** NSF and the Institute, through authorized representatives, have the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by NSF or the Institute on the premises of the Supplier or a contractor under a subcontract, the Supplier shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Institute or Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.
25. **NONDISCRIMINATION** The Contract is subject to the provisions of Title VI of the Civil Rights Act of 1964 [42 U.S.C. § 2000d], Title IX of the Education Amendments of 1972 [20 USC §§ 1681 et seq.], the Rehabilitation Act of 1973 [29 U.S.C. § 794], the Age Discrimination Act of 1975 [42 U.S.C. §§ 6101 et seq], and all regulations and policies issued by NSF pursuant to these statutes. In accordance with these statutes, regulations, and policies, no person on the basis of race, color, national origin, sex, disability, or age shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the Contract.
26. **EQUAL EMPLOYMENT OPPORTUNITY** This Contract is subject to the requirements of Executive Orders 11246 and 11375 and the rules and regulations or the Secretary of Labor (41 CFR Chapter 60) in promoting Equal Employment Opportunities.
27. **ANTI-KICKBACK ENFORCEMENT ACT OF 1986** This Contract is subject to the provisions of the Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 U.S.C. 51-58). By accepting this order, Seller certifies that it has not paid kickbacks directly or indirectly to any Institute employee for the purpose of obtaining this or any other Institute purchase order or to obtain favorable treatment in an Institute matter.
28. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT** – Should this Contract be for an amount in excess of $100,000, Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Further, Supplier agrees as follows:
    a. To comply with all the requirements of Section 114 of the Clean Air Act [42 U.S.C. §7414] and Section 308 of the Clean Water Act [33 U.S.C. § 1318], respectively, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Clean Water Act, respectively, and all regulations and guidelines issued thereunder before the Contract.
    b. That no portion of the work required by the Contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date that the Contract was awarded unless and until EPA eliminates the name of such facility or facilities from such listing.
    c. To use its best efforts to comply with clean air standards and clean water standards at the facility in which the Contract is being performed.
    d. To insert the substance of the provisions of this article into any nonexempt subcontract.
29. **DEBARMENT AND SUSPENSION** – (a) Supplier shall fully comply with the requirements stipulated in 2 CFR Part 180, as modified by 45 CFR 620.330 and shall ensure that any lower tier covered transaction, as described in 2 CFR 180.220 and modified by 45 CFR 620.200 and 620.220 includes a term or condition requiring compliance with these requirements. The Supplier acknowledges that failing to disclose the information required under 45 CFR § 620.335 may result in the termination of the Contract, or pursuance of other available remedies, including suspension and debarment. Supplier may access the Excluded Parties List System at http://epls.arnet.gov.
    (b) No contract at any tier shall be made to parties listed on the General Services Administration's List

of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Supplier, whose Contract exceeds the small purchase threshold, shall provide the required certification regarding its exclusion status and that of its principal employees.

30. **[FOR CONTRACTS OF $100,000 OR MORE] BYRD ANTI-LOBBYING AMENDMENT** - Supplier warrants that Supplier has applied or bid on a Contract of $100,000 or more and has filed the required certification. Each subcontracting tier must certify to the tier above that it 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
31. **[FOR CONSTRUCTION/REPAIR CONTRACTS >$2000] Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** Supplier shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 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").
32. **[FOR CONSTRUCTION/REPAIR CONTRACTS >$2000] Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** Supplier shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
33. **[FOR CONSTRUCTION/REPAIR CONTRACTS >$500,000] Surety Bonds** - **If so directed,** the Supplier shall furnish separate bid guarantees, performance and payment bonds to the Institute. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Supplier shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Supplier shall be in form suitable to Institute and shall be executed by a surety, or sureties, reasonably acceptable to the Institute.
34. **[For designated Experimental, Development or Research Work] Rights to Inventions** - For non-profit organizations and small business firms, patent rights shall be governed by 37 CFR part 401, titled “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements”.
35. **[For designated Experimental, Development or Research Work] Patent Rights** – Bayh-Dole Act [35 U.S.C. 200 et seq.]