

**BRIDGEWATER STATE UNIVERSITY TERMS AND CONDITIONS  
PROCUREMENT SERVICES**

1. **ACCEPTANCE:** The contractor, by accepting this purchase order, agrees to all of the terms and conditions specified herein, on attachments hereto, on the reverse hereof and on any bid solicitations that may have resulted in this award. Direct all correspondence relative to this contract to the office of Procurement Services, Bridgewater State University, 131 Summer Street, Boyden Hall Room 202, Bridgewater, Massachusetts 02325. Prices cannot be altered during the terms unless that was a condition of the contractor's bid. Unless otherwise stated, unit prices are inclusive of all costs.  
  
If this contract does not agree with Contractor's quotation, contact the University before performance begins.
  2. **SUBSTITUTE OF GOODS:** Goods not conforming to this contract will not be accepted. The University must approve, in writing, any substitution of non-conforming goods prior to shipment.
  3. **DELIVERY:** All materials should be shipped prepaid, FOB Destination, unless otherwise specified. The University does not accept collect orders or freight bills at time of delivery. Delivery shall be strictly in accordance with the schedule set out or referred to in the order and in exact quantities ordered.
  4. **INSPECTION OF GOODS:** The University shall have a reasonable time after delivery to inspect the goods delivered or services rendered under this contract and to reject or revoke acceptance of any not conforming to the terms of this agreement. Rejected goods will be returned to Contractor at Contractor's expense. Rejected services will be reworked and all costs associated with the rework will be charged to the Contractor.
  5. **MATERIAL SAFETY DATA SHEETS:** Contractor shall submit a MSDS for each toxic or hazardous substance or mixture containing such substance (pursuant to MGL Chapter 111F Subsection 8, 9 and 10, and the regulations contained in 441 CMR 521.06) that is shipped against this order.
  6. **CONTRACTOR'S WARRANTY – PRODUCT:** Contractor herein warrants and covenants that the subject merchandise complies with all applicable federal, state and local statutes, rules and regulations for the installation and use of said merchandise for the purpose for which said merchandise is being purchased or rented.
  7. **CONTRACTOR'S WARRANTY – PRICE:** Contractor warrants that the prices charged to the University, as indicated in the front hereof, are no higher than prices charged on orders placed by others for similar quantities on similar conditions subsequent to the last general announced price change. In the event that the contractor breaches this warranty, the prices of the articles shall be reduced accordingly retroactively to date of such breach.
  8. **PATENT INFRINGEMENT INDEMNITY:** To the extent the articles are not manufactured in accordance with the University's designs, the Contractor shall indemnify and hold the University, its officers, customers, and users of its products harmless from any claimed infringement of any United States patent, trade name, trademark, or copyright which shall have been issued at the time of the execution of this order with respect to the articles, and Contractors shall defend the same, including any legal action thereon at its expense, including reasonable attorney's fees. University shall promptly notify Contractor of such claimed infringement.
  9. **CHANGES:** The University at any time may make changes in the quantities ordered or in the specifications of drawings relating to the articles or may change or amend any other term or condition of this order, in which event an equitable adjustment will be made to any price, time of performance and/or other provisions of this order required to be changed thereby. Any claim for such an adjustment must be made within fifteen (15) days from the date of receipt by Contractor of such change.
  10. **CANCELLATION:** The University may cancel this order without liability for damages or otherwise, in the event that Contractor becomes insolvent or makes an assignment for the benefit of creditors, or a petition is filed to declare Contractor bankrupt or notwithstanding the provision thereof headed "Deliver," if delivery is not made within the time specified or within a reasonable time if no time is specified, or if the quantity or quality of the articles delivered hereunder is not as specified herein.
  11. **TERMINATION:** If the purchase order indicates that it is placed under a Federal Grant or Contract, the University shall have, in addition to the right to cancel set forth in the paragraph hereof headed "Cancellation," the right to terminate the performance of work under this contract in whole or from time to time in part in the circumstances and with the effect set forth in the "Termination Clause" contained in Section 52.249-1 of the Federal Acquisition Regulation (FAR). The provisions of this clause shall not limit or affect the rights or remedies of University stated in other clauses of this order or provided by law in the event of default or breach by Contractor.
  12. **BID RESULTS AND THE RIGHT TO SPLIT AWARDS:** Bid results will not be automatically transmitted to every bidder. It is the bidder's responsibility to contact the Procurement Services Department to review the bid results and award. The University reserves the right to split awards, if deemed by the Director of Procurement Services & Contracting to be in the best interest of the University. If a split award is unacceptable to the bidder, it must be so stated in their bid response.
  13. **FEDERAL ACQUISITION REGULATIONS:** If the purchase order indicates it is placed under a United States Government Contract or Grant, this order is subject to the following FAR or DFARS regulations hereby incorporated by reference with the same effect as if they were fully set forth:

a) Examination of Records – FAR 52.215-1	g) Affirmative Action for the Handicapped Workers – FAR 52.222-36
b) Contract Work Hours – FAR 52.222-4	h) Sights in Technical Data & Computer Software – DFARS 52.227-7013
c) Equal Opportunity – FAR 52.222-28	i) Women Business Enterprise Program, Executive Order 12138
d) Patent and Copyright Infringement – FAR 52.227-2	j) Restrictions on Subcontractors Sales to the Government – FAR 52.203-6
e) Audit Negotiations – FAR 52.215-2	k) Anti-Kickback Act of 1986 Procedures are Observed – FAR 52.203
f) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era – FAR 52.222-35	
- If the purchase order exceeds the total noted below, the following FAR or DFARS regulations shall apply:
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| l) Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era – FAR 52.222-37 - \$10,000    |  |
| m) Certification and Disclosure Regarding Payments to Influence Certain Transactions – FAR 52.203-11 - \$100,000 |  |
| n) Limitation on Payments to Influence Certain Federal Transactions – FAR 52.203-12 - \$100,000                  |  |
| o) Authorization and Consent – FAR 52.227-1 - \$25,000   |  |
| p) Special Prohibition on Employment – DFARS 252.203-7001 - \$25,000   |  |
- Contractor shall not accept purchase orders in excess of \$25,000 if Contractor has been debarred, suspended, or proposed for debarment under FAR Clause 52.209-6, protecting the Government's interest when subcontracting with Contractors debarred, suspended, or proposed for debarment. The Federal Government retains its right to audit under FAR 52.215-1 and 2, and its right to license patents under FAR 52.227-11 and 12. In all of the above clauses, "contractor" shall mean "seller" and "contract" shall mean "purchase order."
14. **PAYMENT:** All invoices must be submitted to Bridgewater State University, Accounts Payable, P.O. Box 427, Bridgewater, MA 02325, or electronically at [accountspayable@bridgew.edu](mailto:accountspayable@bridgew.edu) and must indicate the University's purchase order number and the name of the department listed in the "ship to" line. Note that in order to effect payment, a W8BEN, W8BENE or W9 form, as appropriate, executed by the Contractor, which reflects the Contractor's current legal and remittance address(s), must be on file at Procurement Services. Payment shall be made in accordance with M.G.L. C. 29, s.29c and 815 CMR 4.00.
  15. **STATE EXECUTIVE ORDER 130:** In accordance with Commonwealth of Massachusetts Executive Order No. 130 Anti-Boycott Covenant dated December 6, 1976, the Contractor warrants, represents, and agrees that during the time this contract is in effect, neither it nor any affiliated company, participates in or cooperates with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E. Massachusetts General Laws.
  16. **STATE EXECUTIVE ORDER 195:** The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the vendor which pertain to the performance of the provisions and requirements of this contract.
  17. **FEDERAL CONTRACT PROVISIONS:** Contractor shall comply with provisions of Executive Order 11246 as amended by Executive Order 11375 as supplemented by Department of Labor Regulation 41 CFR Part 60, the Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor Regulation 29 CFR Part 3, the Davis-Bacon Act (40 USC 276a et.seq.), Sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 USC 327-330) as supplemented by the Department of Labor Regulation 29 CFR Part 5, and Clean Air Act 1970 (42 USC 1857 et.seq.) to the extent that they are applicable.
  18. **CHOICE OF LAW:** This contract shall be construed under and governed by the Laws of the Commonwealth of Massachusetts.
  19. **SOCIAL SECURITY ACT:** Contractor may be audited by a federal sponsoring agency or the Controller General of the United States if the purchase is affected by certain federal requirements.
  20. **CHAPTER 62C, SECTION 49A and C. 151A, s. 19A:** Each contractor must certify under penalties of perjury that they have, to the best of their knowledge, filed all state returns and paid all state taxes as required by law.
  21. **NONDISCRIMINATION AND AFFIRMATIVE ACTION:** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations, prohibiting discrimination in employment. The Commonwealth shall not be liable for any costs associated with the Contractor's defense of claims of discrimination.
  22. **FORCE MAJEURE:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to acts of God or of a public enemy, fires, floods, epidemics, pandemics, outbreaks, quarantine restrictions, public emergencies, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and failure of such delay.
  23. **PROVISION OF CHILD CARE:** (Effective for all Contracts awarded on or after 7/1/92.) The Contractor certifies that, at the time of execution, it is in compliance with the provisions of the Acts of 1990 c.521 §7. as amended by the Acts of 1991 c.329 and 102 CMR 12.00. and that the Contractor is either a "qualified employer" (it has 50 or more full-time employees and has established a dependent care assistance program, childcare tuition assistance, or child care placements), or is an "exempt employer."
  24. **PREVAILING WAGE RATE:** When applicable, contractor shall pay the prescribed wage rates in accordance with the provisions of Massachusetts General Laws, Chapter 149, sections 26 & 27 and with the minimum wage rates schedule in effect when services are rendered, issued by the Commonwealth of Massachusetts Department of Labor and Workforce Development provided to the contractor and posted at the job site. Contractors will supply all labor, equipment, parts and supplies necessary to perform the needed services. Contractors are responsible for securing any and all necessary permits for the work to be performed.
  25. **PERFORMANCE TAX:** In the event of a performance, Massachusetts tax reporting and withholding regulations require the University to withhold a percentage, equal to the individual income tax rate in effect when services are rendered, on payments to a performer or a performing entity when total payments made to a single social security number or federal identification number exceed \$5,000 for performances during one calendar year unless a reduction or waiver of withholding is approved each calendar year by the Massachusetts Department of Revenue. A reduction or waiver of withholding can be obtained through Massachusetts Department of Revenue forms PWH-RW and PWH-WW, respectively. Performer must obtain a reduction or waiver from the DOR no later than ten (10) business days prior to a scheduled performance. If a reduction or waiver is not obtained by that time, the University will withhold performer tax accordingly. Bridgewater State University will issue a Form 1099-MISC or Form 1042-S reflecting the tax withholding to the performer or performing entity. More information about these regulations can be obtained through the Massachusetts Department of Revenue ([www.mass.gov/dor](http://www.mass.gov/dor)) or on the University's website (<https://www.bridgew.edu/the-university/procurement/tax-reporting>).
  26. The Contractor agrees to conduct criminal background and sexual offender registry checks on all employees, contractors, representatives, and agents who will work on any University owned or leased property as required by the University. The results of such checks must be satisfactory to the University, in its sole discretion.
  27. The Contractor agrees to protect, defend, and save the University harmless against any demand for payment for the use of any patented material, process, article or device that may enter into the manufacture, construction, or form a part of the work covered by this agreement.
  28. Terms of this contract cannot be modified, altered or changed without the specific written approval of the University.