

The Medical College of Wisconsin, Inc
Purchase Order Terms and Conditions Using Federal Funds

1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR 60, all POs or contracts issued by MCW ("PO/Contracts") that meet the definition of "federally assisted construction contract" in 41 CFR 60.1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141-3148).** When required by Federal program legislation, all prime construction PO/Contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Seller is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by Secretary of Labor. In addition, Seller shall be required to pay wages not less than once a week. MCW will report all suspected or reported violations to the Federal awarding agency.
3. **Copeland "Anti-Kickback" Act (40 U.S.C. § 3145).** When required by Federal program legislation, all prime construction PO/Contracts in excess of \$2,000 must include a provision for compliance with the Copeland "Anti-Kickback" Act, as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). No contractor or sub-recipient shall induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which it is otherwise entitled. MCW will report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If any Order is in excess of \$100,000 and involves the employment of mechanics or laborers, Seller shall comply with 40U.S.C. §§ 3701 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. § 3702, Seller shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirement of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or PO/Contracts for transportation or transmission of intelligence.
5. **Rights to Invention.** For purchases that constitute funding agreement pursuant to 37 CFR §401.2 (a), Seller shall, in the assignment of or performance of experimental, developmental or research work, to a small business firm or nonprofit organization comply with the requirements of 37 CFR 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.
6. **Clean Air Act (42 U.S.C. §§ 7401-7671q) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** If this Order is in excess of \$150,000, Seller shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §125101387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** If the PO/Contract is for \$100,000 or more, Seller and its subcontractors shall file the certification required by 31 U.S.C. § 1352 and implementing regulations. Each tier certifies 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 Medical College of Wisconsin, Inc.
8. **Debarment and Suspension Requirements (E. O. 12549 And 12689).** Seller represents and warrants that it is not listed on the government-wide Excluded Parties List in the System for Award Management in accordance with OMB guidelines at 2 CFR 180 that implement 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.
9. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions.** The Seller shall not subcontract or award any PO/Contract over \$35,000 to any person or company who is debarred or suspended. The Seller represents and warrants to on all PO/Contracts over \$25,000, vendor(s) with whom the Supplier intends to do business with are not excluded of disqualified. 2 C.F.R. 200, Appendix II(1) and 2 C.F.R. 180.220 and 180.300.
10. **Flow Down:** The Seller agrees to flow down all applicable clauses from the Uniform Guidance to lower tier subcontractors.
11. **Energy Efficiency.** To the extent required by 42 U.S.C. § 6201, Seller shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
12. **Debarred Contractors.** MCW reserves the right to cancel the PO/Contract if the Seller is a federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
13. **Domestic Preferences.** All federal award recipients, including sub-awardees and subcontractors, should, to the greatest extent practicable, provide a preference for the purchase, acquisition or use of goods, products or materials produced in the U.S. (including but not limited to iron, aluminum, steel, cement and other manufactured products).
14. **Compliance with HHS and NIH Requirements.** When applicable, Seller shall comply with the Public Policy Requirements applicable to contractors providing routine goods and/or services set forth in HHS Grants Policy Statement, available at <http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf> and the NIH Grants Policy Statement, available at <http://grants.nih.gov/grants/policy/nihgps/nihgps.pdf>.