

PRINCETON UNIVERSITY
Princeton, New Jersey

TERMS AND CONDITIONS WHICH ARE PART OF PURCHASE ORDERS ISSUED
UNDER GOVERNMENT CONTRACTS OR GRANTS FOR A PRICE OF \$10,000 OR MORE

1. **Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era**

- a. The Seller will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Seller agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans upon their disability or veterans' status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Seller agrees that all suitable employment openings of the Seller which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Seller other than the one wherein the contract is being performed but excluding those of independently operated corporate Affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Seller further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs d. and e.
- c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Seller from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
- d. The reports required by paragraph b. of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Seller has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Seller shall submit a report within thirty (30) days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Seller shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the Buyer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- e. Whenever the Seller becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Seller is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Seller may advise the State system when it is no longer bound by this contract alone.
- f. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- g. The provisions of paragraphs b., c., d., and e. of this clause do not apply to openings which the Seller proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

h. As used in this clause:

- (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office: laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three (3) days duration, and part-time employment. It does not include openings which the Seller proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
 - (2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
 - (3) "Openings which the Seller proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Seller's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Seller proposes to fill from regularly established "recall" lists.
 - (4) "Openings which the Seller proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Seller proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Seller and representatives of his employees.
- i. The Seller agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Vietnam Era Veterans' Readjustment Assistance Act, hereafter referred to as the "Act" (38 U.S.C. 2012.)
 - j. In the event of the Seller's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - k. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Officer of Federal Contract Compliance Programs, provided by or through the Buyer. Such notice shall state the Seller's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment and the rights of applicants and employees.
 - l. The Seller will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Seller is bound by the terms of the Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
 - m. The Seller will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or Purchase Order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
2. **Examination of Records by Comptroller General**
- a. The Seller agrees that the Comptroller General of the United States or any of his duly authorized representative shall, until the expiration of three years after final payment under this contract or such lesser time specified in either Appendix M of the Armed Ser-

vices Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Seller for involving transactions related to this contract.

- b. The Seller further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- c. The periods of access and examination described in a. and b. above for records which relate to (1) appeals under the "arbitration" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

3. **Audit by Department of Defense and NASA**
(Applies when purchase order is issued under a contract with DOD or NASA)

- a. **General.** The Contracting Officer or his representatives shall have the audit and inspection rights described in the applicable paragraphs b., c., and d. below.
- b. **Examination of Costs.** If this is a cost reimbursement type, incentive, time and materials, labor hour, or price redeterminable contract, or any combination thereof, the Seller shall maintain and the buyer or his representatives shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Purchase Order. Such right of examination shall include inspection at all reasonable times of the Seller's plants, or such parts thereof, as may be engaged in the performance of this Purchase Order.
- c. **Cost or Pricing Data.** If the seller submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Buyer or his representatives shall have the right to examine all books, records, documents and other data of the Seller related to the negotiation, pricing or performance of such purchase order, change or modification, for the purpose of reevaluating the accuracy, completeness and currency of the cost or pricing data submitted. Additionally, in the case of pricing any change or modification exceeding \$100,000 to formally advertised contracts, the Comptroller General of the United States Government shall have such rights. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.
- d. **Reports.** If the Seller is required to furnish Contractor Cost Data Repts (CCDR), Contract Fund Status Reports (CFSR), or Cost Performance Reports (CPR) the Buyer or his representatives shall have the right to examine books, records, other documents, and supporting materials, for the purpose of evaluating (1) the effectiveness of the Seller's policies and procedures to produce data compatible with the objectives of these reports, and (2) the data reported.
- e. **Availability.** The materials described in b., c., and d. above shall be made available at the office of the Seller, at all reasonable times, for inspection, audit, or reproduction, until the expiration of three (3) years from the date of final payment under this contract or such lesser time specified in Appendix M of the Armed Services Procurement Regulation, and for such longer period, if any, as is required by applicable statute, or by other clauses of this Purchase Order, or by (1) and (2) below:
 - (1) If this purchase order is completely or partially terminated, the records relating

to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.

(2) Records which relate to appeals under the arbitration clause of this purchase order, or litigation, or the settlement of claims arising out of the performance of this purchase order, shall be made available until such appeals, litigation, or claims have been disposed of.

f. The Seller shall insert a clause containing all the provisions of this clause, including this paragraph f., in all subcontracts exceeding \$10,000 hereunder, except altered as necessary for proper identification of the contracting parties and the Contracting Officer under the Government prime contract.

4. Use of U.S. Flag Commercial Vessels (Applies when purchase order is issued under a contract with DOE)

a. The Cargo Preference Act of 1954 [P.L. 664, August 26, 1954, 68 Stat. 832, 46 U.S.C. 1241(b)], requires that Federal departments or agencies shall transport at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) of equipment materials or commodities which may be transported on ocean vessels on privately owned United States flag commercial vessels. Such transportation shall be accomplished whenever:

(1) Any equipment, materials, or commodities, within or outside the United States, which may be transported by ocean vessel, are:

(a) Procured, contracted for, or otherwise obtained for the agency's account; or

(b) Furnished to or for the account of any foreign nation without provision for reimbursement.

(2) Funds or credits are advanced or the convertibility of foreign currencies is guaranteed in connection with furnishing such equipment, materials, or commodities which may be transported by ocean vessel.

Note: This requirement does not apply to small purchases as defined in 41 CFR 1-3.6 or to cargoes carried in the vessels of the Panama Canal Company.

b. The Seller agrees as follows:

(1) to utilize privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved whenever shipping any equipment, material, or commodities under the conditions set forth in a. above pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.

Note: Guidance regarding fair and reasonable rates for United States flag vessels may be obtained from the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20230: Area Code 202, phone 377-3449.

(2) To furnish, within 15 working days following the date of loading for shipments originating within the United States or within 25 working days following the date loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo covered by the provisions in a. above to both the Buyer and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20230

(3) To insert the substance of the provisions of this article in all subcontracts issued pursuant to this purchase order except for small purchases as defined in 41 CFR 1-3.6.

5. Utilization of Women-Owned Business Concerns

a. It is the policy of the United States Government that women-owned businesses shall have the maximum practicable opportunity to participate in the performance of contracts awarded by any Federal agency.

b. The Seller agrees to use its best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Purchase Order. As used in this Purchase Order, a "women-owned business" concern means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business and that is a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

c. Sellers acting in good faith may rely on written representations by their subcontractors regarding their status as women-owned business concerns.

6. Utilization of Small Business and Small Disadvantaged Business Concerns

a. It is the policy of the United States that small business and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency.

b. The Seller hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this purchase order. The term "subcontract" means any agreement (other than one involving an employer-employee relationship) to be entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for the performance of the original contract studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Seller's compliance with this clause.

c. As used in this contract, the term "small business concern" shall mean a small business

as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals," hereafter referred to as disadvantaged business, shall mean a small business concern -

(1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(2) whose management and daily business operations are controlled by one or more of such individuals. The Seller shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans (i.e., American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans (i.e., U.S. citizens whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Mariana, Laos, Cambodia, and Taiwan, and other minorities, or any individual found to be disadvantaged by the Administration pursuant to Section 8(a) of the Small Business Act.

d. Sellers acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

7. Utilization of Labor Surplus Area Concerns

a. It is the policy of the Government to award contracts to labor surplus area concerns which have agreed to perform substantially in labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Seller agrees to use his best efforts to place his subcontracts in accordance with this policy.

b. In complying with paragraph a. of this clause and with paragraph b. of the clause of this purchase order entitled "Utilization of Small Business and Small Disadvantaged Business Concerns", the Seller in placing his subcontracts shall observe the following order of preference: (1) labor surplus area concerns which are also small business concerns, (2) other small business concerns, and (3) other labor surplus area concerns.

8. Competition in Subcontracting

The Seller shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the purchase order.