

Request for Proposal
RFP No. 112026

Electrical Supplies

Issue Date: November 20, 2026

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ISSUE DATE: November 20, 2026

RFP No. 112026

ISSUING OFFICE:

University of Pittsburgh – of the
Commonwealth System of Higher Education
Purchasing Services Department
3017 Cathedral of Learning
4200 Fifth Avenue
Pittsburgh, PA 15260

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TITLE: REQUEST FOR PROPOSAL – RFP No. 112026

1. INTRODUCTION

1.1. Purpose

The University of Pittsburgh – Of the Commonwealth System of Higher Education (referred herein as the "University of Pittsburgh" or the "University") is accepting proposals for Electrical Supplies as specified herein. The intent of this Request for Proposal ("RFP") and the ensuing process is to provide companies with the information, requirements, and specifications necessary for the preparation of a professional and comprehensive proposal. Specific terms and conditions are outlined.

1.2. Background Information

The University is a 403(b) non-profit, nonsectarian, coeducational, state-related, public research university. The University is comprised of five campuses located throughout western Pennsylvania with an operating budget in excess of $3.0 billion and more than $1 billion in sponsored research. The University of Pittsburgh is accredited by the Middle States Association of Colleges and Schools and additionally by various specialized accrediting Contractors. It is a member of the Association of American Universities, which is an organization comprised of 63 leading doctorate-granting research institutions in the United States and Canada.

Since its founding in 1787, the University of Pittsburgh has established itself as the most comprehensive educational complex in the region. It provides a wide range of academic programs and services for the Pittsburgh metropolitan area's population of 2.4 million. The University enrolls approximately 32,000 students, and it employs more than 12,000 faculty members, research associates, and staff.

1.3. Scope Overview

The products included within the scope of this RFP encompass electrical hardware, lighting products, wire and cable, batteries, power generation and distribution equipment, electronic products, recycling and disposal services associated with supplied products, and related transportation and shipping services.

The University's three-year historical average annual spend for products and services within the scope of this RFP was approximately **$984,898**, consisting primarily of:

- **Electrical Systems, Lighting, Components & Accessories** (average annual spend: $905,737), including electrical equipment and components, electrical controls, switches, relays, electrical boxes and enclosures, safety devices, lamps, lighting fixtures, and wire management products.

- **Power Generation & Distribution Machinery & Accessories** (average annual spend: $77,365), including batteries, generators, electrical wire, and cable.

- **Other Related Products & Services** (average annual spend: $1,798), including electronic components, recycling and disposal services, and transportation and shipping-related charges.

Historical spend totals are not a guarantee of future business in these categories but should provide some background information for the purposes of this Request for Proposal ("RFP").

1.4. Additional Information

Selection of the successful Contractor will be based upon a variety of factors such as usability of the service, breadth of capabilities and price.

This RFP has been developed in response to the University of Pittsburgh's needs and contains specific requirements to be met by Contractor's proposed solution.

Modifications to proposals will only be permitted to the extent that the University may change the content of the RFP. Any modifications to proposals must be submitted in writing to the RFP Coordinator and received there no later than the response time and date specified in this RFP. Any request for the withdrawal of a proposal must be submitted in writing and received by the RFP Coordinator prior to the response time and date specified herein.

All proposals become the property of the University of Pittsburgh upon receipt. The opening of proposals will be a private session. To the extent reasonably possible, the University shall keep all proposals received confidential. Contractors will not receive any compensation or reimbursement of expenses for submitting a proposal pursuant to this RFP. All costs incurred in connection with this RFP are Contractor's sole responsibility. The University reserves the right to investigate and/or require additional information deemed pertinent by the University to fully evaluate and its proposal.

Contractor, by submitting a response to this RFP, certifies that this proposal was prepared and submitted without collusion with any other Contractor or employee of the University of Pittsburgh.

The University of Pittsburgh reserves the right to reject any or all proposals; to waive any informality in proposals; to negotiate with any or all Contractors, and, unless otherwise specified by Contractor, to accept any services contained in any proposal. The University reserves the right to add and/or delete any or all of the services requested. If a proposal is deemed acceptable by the University in its sole discretion, the University and the successful Contractor shall in good faith commence preparation of a definitive agreement (the "Definitive Agreement").

Proposal responses must be signed by an authorized officer of the Contractor to bind Contractor to the proposal's provisions. Proposals must remain in effect for a minimum period of one hundred eighty (180) calendar days as of the response date specified herein.

Contractor warrants that the prices for any goods/services identified in its response are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar services in comparable situations.

By submitting their proposals, Contractors certify that they do not and will not during the performance of this agreement employ, recruit or refer for employment illegal alien workers or otherwise violate the provisions of section 274a Federal Immigration Reform and Control Act of 1986.

1.5. Timeline

The key dates for the RFP process are currently as follows:

Completed By:	Key Milestones	Comments
11/20/2026	Distribute the RFP	Electronic copies of the RFP will be distributed to Contractors.
12/03/2026	Notification of Interest to Participate Form Due	Bidders provide Interest to Participate Form by noon ET to the RFP Administrator: Email: mkacin@cfo.pitt.edu
12/03/2026	Send pre-proposal questions to: mkacin@cfo.pitt.edu	Bidder may submit one set of questions by noon ET to the RFP Administrator: Email: mkacin@cfo.pitt.edu
12/15/2026	Responses to questions emailed to all bidders by end of business day.	
01/08/2027	Proposals due via email to: mkacin@cfo.pitt.edu	Bidders must provide their RFP response by noon ET to the University.
TBD	Security Risk Assessment Questionnaire Issued (optional)	Contractors may or may not be invited to this stage of the RFP based on their proposal submissions.
TBD	Security Risk Assessment Questionnaire Completed (optional)	Contractors may or may not be invited to this stage of the RFP based on their proposal submissions.
TBD	Presentations	By Invitation
TBD	Finalist selected and post proposal negotiations	
TBD	Effective Date of Definitive Agreement	

The University reserves the right to amend this schedule as it deems necessary.

1.6. General Submission Requirements

Notification of Intent to Participate - All Contractors must complete and return via email the **Notification of Interest to Participate Form**, attached hereto as **Appendix A, no later than noon Eastern Time on 12/03/2026.** This form confirms that Contractor either who intends to participate and has received all of the materials and that all of the proposal requirements are understood and agreed to prior to preparation and submission of a proposal or that Contractor does not intends not to participate and has notified the University that it declines to submit a proposal. Failure by a Contractor to either respond to or decline this RFP may result in Contractor being eliminated as a potential participant in connection with future requests for proposals by the University.

Detailed Submission Requirements - In order to receive consideration, responses to this RFP must follow the Detailed Submission Requirements set forth in Section 4 of this RFP.

Proposal Submissions - Contractors should submit **one (1)** electronic copy sent through email **no later than noon Eastern Time on 01/08/2027** The proposals should be delivered to:

Email: mkacin@cfo.pitt.edu

Proposals received at any other University office will not be considered. **Please direct all questions concerning this RFP, in writing, to the RFP Coordinator identified on page three. Attempts to gain additional information by any other method may result in disqualification of Contractor. No party may meet privately with employees, officers or other representatives of the University to discuss any aspect of this RFP or Contractor's proposal.**

Proposals received after the deadline may be rejected at the sole discretion of the University. The University assumes no responsibility for late delivery, for any reason whatsoever (i.e., weather or traffic conditions, illness, accident, delivery to wrong location, courier problems).

It is the objective of the University to obtain information from each Contractor that is uniform and complete. In order to evaluate each option in an efficient manner and to determine which Contractor is best able to meet all of the criteria being considered, information submitted for this RFP must follow the timeline and the specifications outlined below. The University, at any time and in its sole discretion, may amend or supplement the provisions of this RFP.

The University is under no obligation, either expressed or implied, to contract for any products or services as a result of this RFP. This RFP does not constitute an agreement on the part of the University to consummate any of the transactions contemplated hereby, and any such agreement is expressly conditioned on and subject to the mutual execution and delivery by the University and the successful Contractor of the Definitive Agreement. Each Contractor hereby acknowledges and agrees not to maintain any claims or institute any proceedings seeking to establish that any binding contractual relationship exists between it and the University with respect to this RFP.

1.7. Proprietary Information and Disclosure

Contractor agrees that any information disclosed by the University to Contractor for the purpose of this RFP shall be used only to complete Contractor's proposal. Contractor will keep the information confidential, will not disclose it to any third party, except as authorized by the University or as required by law, and will only disclose it to those within its organization who need to complete the proposal. Upon completion or termination of this proposal, Contractor shall return all such information to the University, or make such other disposition thereof as may be directed or approved by the University. No item furnished under this RFP, or products, plans, designs, or specifications for producing the same, which have been specifically designed for or by the University, shall be duplicated or used by Contractor. Contractor agrees that it will not, without prior written approval of the University, publicize this RFP or disclose, confirm or deny any details thereof to third parties, or use the University's name in connection with Contractor's sales promotion or publicity without prior written approval from the University. Nothing in this provision shall restrict Contractor's right to use or disclose any information which is or becomes generally known to the public without breach of this provision by Contractor, or is rightfully obtained without restriction from other sources.

1.8. University Policies and Procedures

It is incumbent upon all Contractors to familiarize themselves with the University's policies and procedures prior to the submission of a response to this RFP (i.e., non-discrimination, equal opportunity and affirmative action, sexual harassment, licensing and use of publisher name/logo, smoking, drug-free workplace/drug-free school). Contractors may access these policies at www.ppt.pitt.edu/suppliers/info-suppliers.

1.9. Agreement/University's Standard Terms and Conditions

The intent of this RFP and the ensuing process is to provide companies with the information, requirements, and specifications necessary for the preparation of a professional and comprehensive proposal. Specific terms and conditions are outlined.

A Definitive Agreement shall be negotiated as part of the award process applicable to this RFP. The University may choose to use a form of **Contracted Supplier Agreement attached as Attachment C.** The University, however, may at its discretion choose to use a different form of agreement after reviewing the submitted proposals.

In the event that goods are to be included in the Definitive Agreement, the University's Standard Terms and Conditions may also apply and can be found at www.ppt.pitt.edu/sites/default/files/tc.pdf.

Contractors are asked to become familiar with these documents and note exceptions to these terms and conditions in writing as part of Contractor's response to this RFP. The acceptance of these terms and conditions is a component of the award criteria. The University may require additional modifications/additions to these terms depending on, at a minimum, research requirements, final product selection, and facility concerns.

1.10. University Payment Terms.

Contractors that are not established with the University as a supplier will need to choose invoice payment terms. The University offers the following standard payment terms:

- Immediate payment by virtual credit card
- Net 45 days payment by ACH
- Net 60 days payment by check

1.11. RFP Coordinator

The **RFP Coordinator for this RFP is Melissa Kacin.** All communication with the University regarding this RFP shall only be directed to the RFP Coordinator.

1.12. Commercial Partnership

The University is interested in selectively establishing and strengthening business relationships with suppliers to the mutual benefit of both parties. Therefore, the University encourages Contractors to explore other ways to increase the value of the relationship between the University and itself.

Opportunities might include:

- Athletics (including naming rights)
- Branding and advertising
- eSports program sponsorship
- Fellowships
- Internships
- Personal Purchase Discount program (available to employees, students, alumni, fans)
- Philanthropy (scholarships, sponsorships)
- Research projects
- Or any other programs that add additional value to the relationship.

Contractors should familiarize themselves with the University's Commercial Partnership website and include value-add relationship ideas in the proposal with a description of any existing relationships and ideas for new or expanded engagement. The University offers to assist Contractors in the development and execution of these opportunities through the University's central corporate engagement staff at the Office of Economic Partnerships.

1.13. Utilization of Small and Local Businesses

In order to fulfill the third prong of the University's mission of teaching, research and community service, the University actively provides contracting opportunities to qualified small* and local** businesses. Purchasing from small and local businesses supports a strong, vibrant regional economy in which University students and employees live and work, local internships for University students, and local job opportunities for University alumni.

The University requires all Contractors to provide details on how their company's proposal supports the University's mission of community service, either directly or through tier two subcontractors, in Appendix E - Proposal Exceptions and Narrative. Additionally, in order to fulfill this RFP requirement, Contractors are strongly encouraged to work with the University and regional organizations that provide assistance to small and local businesses, such as the University's Institute for Entrepreneurial Excellence, the Greater Pittsburgh Chamber of Commerce, PA Business One Stop Shop, the Pittsburgh African-American Chamber of Commerce, the Pittsburgh Hispanic Chamber of Commerce, the BEAM Pittsburgh anchor institution cooperative, the Cambria County, Westmoreland County, Bradford Area, and Meadville Chambers of Commerce. Questions concerning this requirement should be directed to the RFP Administrator.

* Small shall be as defined by the United States Small Business Administration
** A local business is one within the 10 counties of Southwestern Pennsylvania as defined by the Allegheny Conference on Community Development

1.14. Inclusion of Sustainability

The University encourages Contractors to identify people, products, services or processes that support the University's commitment to environmental stewardship as outlined in the Pitt Sustainability Plan. The University asks Contractors to consider Environmentally Preferred Purchasing ("EPP") in their proposals. Contractors should take into consideration the definition of EPP provided by the United States Environmental Protection Agency when preparing their responses.

Environmentally Preferred Purchasing is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. The product or service comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal. (EP 13101, Section 201).

Proposals with the attributes below are encouraged:

- Decrease waste or minimize energy demands
- Make use of post-consumer content
- Are recyclable/products with an end-of-life plan
- Are more easily repaired or updated (to avoid planned obsolescence)
- Come from more local sources or are domestically produced

Contractors should be sure to highlight if they:

- Have a written commitment to environmentally friendly practices and can demonstrate these values
- Use processes that do the least harm to the environment
- Provide an end-of-life plan or recycling/reusing options for their product
- Maintain their products while in the University's possession

Any environmental benefits provided, should be clearly identified and include supporting data. Benefits may include: reduced life cycle costs, reduced energy consumption, recycled content, overall recyclability, extended product life, and decreased maintenance.

1.15. Accessibility Language

Contractor acknowledges and warrants that, during the term of the Definitive Agreement, the products provided under this Definitive Agreement shall remain in compliance with all applicable University policies, procedures, and Federal laws and regulations, including without limitation the requirements of Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973. For all web-based content, Contractor acknowledges and warrants that the products provided under the Definitive Agreement shall conform to the W3C WAI Web Content Accessibility Guidelines version 2.1 (or current version) at conformance Level AA. For all non-web content, Contractor acknowledges and warrants that the products provided under the Definitive Agreement shall conform to the WCAG2ICT Guidance on Applying WCAG 2.1 to Non-Web Information and Communications Technologies (or current version).

Upon written request, Contractor shall provide University with accessibility testing results and/or other written documentation as assurance and verification of the state of accessibility required under this Section. If it is determined that the products provided under the Definitive Agreement are not fully accessible or otherwise do not comply with the applicable accessibility standards, Contractor shall promptly respond to, resolve, and remediate any complaint regarding accessibility of its products or services in a timely manner and provide an updated version to University at no cost. University reserves the right to request a timeline by which Contractor shall provide evidence of compliance with accessibility standards and Contractor shall provide such a timeline within a commercially reasonable time.

Contractor further agrees to defend, indemnify, and hold University harmless from and against all claims, costs, fines, and other liabilities arising from or connected to accessibility, usability, or Contractor's failure to comply with the requirements of this Section.

Failure to comply with these requirements shall constitute a material breach of the Definitive Agreement and shall be grounds for termination of the Definitive Agreement by University within its sole discretion. Failure by University to exercise its termination rights under this Section does not constitute a waiver of those rights.

1.16. Data Management & Security (At the University's Discretion)

Contractor may be asked to complete a data security assessment in coordination with the Pitt Digital Third Party Vendor Security team. This determination is based on criteria such as data moving between the University and Contractor systems, system integrations, Contractor access to the University networks, and/or the University data being shared with the Contractor, whether the data is personal identifiable information, personal health information, or student data.

PittVAT submission requirements will be determined following review of the proposal responses to the Requirements Workbook. Applicable participants will be notified of PittVAT requirements and associated due dates via direct communication.

2. CONTRACTOR RESPONSIBILITIES AND QUALIFICATIONS

2.1. Services to be Provided

The Contractor shall provide electrical supplies and related services as described throughout this RFP. The Contractor's proposed solution must support the University's requirements for electrical products, inventory availability, order fulfillment, delivery, technical support, account management, recycling and disposal services, reporting, and other services within the scope of this solicitation, and must satisfy all requirements contained in this RFP and its associated appendices and attachments.

2.2. Qualifications

Contractor must be organized for the purpose of providing the services in a timely manner.

Contractor must have five years previous experience with providing comparable goods and services offerings.

Contractor must have a proven ability to start-up within 30 days of receipt of the Definitive Agreement, as evidenced by a signed Definitive Agreement.

Contractor must have qualified staff and equipment and materials to successfully complete the requirements. The University of Pittsburgh, at its discretion, may request an inspection of the Contractor's operation and personnel prior to execution of the Definitive Agreement.

Contractor must have the capability to supervise and monitor the process ensuring satisfactory provision of services.
Contractor shall submit a list of three (3) references of comparable services offering from **existing** customers, including name of business, address, and contact person and phone number (Appendix C)

Contractor shall submit a list of three (3) references of comparable services offering from **previous** customers, including name of business, address, and contact person and phone number. A reason should be provided as to why Contractor believes the customer no longer is doing business with Contractor. Please do not supply references if the previous customer left due to either customer's business closing or no longer required said service as part of their business (Appendix C).

No contract shall be made by Contractor with any party for furnishing any of the work or services herein contained without the prior written approval of the University of Pittsburgh RFP Coordinator. However, this provision shall not require the approval of contracts of employment between Contractor and personnel assigned for services there under, or for parties named in the proposal and agreed to under any resulting contract.

Contractor is, for purposes arising out of a Definitive Agreement, an Independent Contractor and shall not be deemed an employee of the University of Pittsburgh. It is expressly understood and agreed that Contractor shall in no event, as a result of a Definitive Agreement, be entitled to any benefits to which University of Pittsburgh employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. Contractor hereby holds University of Pittsburgh harmless from any and all claims that may be made against University of

Pittsburgh based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

2.3. Contractor Responsibilities

Contractor shall furnish all necessary permits and insurance in its performance of the specifications.

Before commencement of the work, Contractor shall submit insurance policies or Certificates of Insurance evidencing that Contractor has obtained for the period of the Definitive Agreement, from companies authorized to transact business in Pennsylvania, insurance in the forms of coverage and minimum amounts specified below. Said insurance must contain an endorsement that the University of Pittsburgh is named as an additional insured in respect to the work covered hereunder and must provide that thirty days' notice be given to the University of Pittsburgh prior to cancellation or reduction in coverage of the policy. Certificates of insurance evidencing this coverage are required to be delivered to the RFP Coordinator prior to the commencement of work and approved by him/her.

A. WORKER'S COMPENSATION- Statutory (unlimited payments)

B. COMMERCIAL GENERAL LIABILITY
(1) $1,000,000 Each Occurrence;
(2) $2,000,000 General Aggregate
(3) $1,000,000 Products & Completed Operations Aggregate
(4) $1,000,000 Personal & Advertising Injury
(5) $100,000 Fire Damage (any one fire)
(6) $10,000 Medical Expense (any one person)

C. AUTOMOBILE LIABILITY
$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per Accident Coverage to include hired car and non-owned automobiles

D. EMPLOYER'S LIABILITY
$1,000,000 Each Accident
$1,000,000 Disease – Policy Limit
$1,000,000 Disease – Each Employee

E. CYBER LIABILITY
$10,000,000

Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the University of Pittsburgh from all claims, damages, costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the University of Pittsburgh incur as a result of any criminal acts, intentional torts, acts or omissions which by statute give rise to strict liability, negligent acts or omissions of Contractor, its officers, employees or agents which may arise out of the Definitive Agreement.

It shall be Contractor's responsibility to visit the job site to check any conditions that may affect its proposal. Claims for allowances due to Contractor's error or negligence, in acquainting themselves with the site, shall not be recognized. By Contractor's act of submitting a proposal, the Contractor acknowledges that it has informed itself of all conditions.

Contractor shall be responsible to conduct all necessary site inspections and reference work to meet all responsibilities of the specifications, including inspection of all physical space affected by the specifications to verify all existing materials, operational dimensions, conditions and scope.

If the Contractor fails to provide the service when required and the University contracts with an alternate Contractor to provide the service Contractor must reimburse the University the difference in rate, only if the alternate's rate is higher.

3. ADDITIONAL INFORMATION

3.1. Term

The term of the Definitive Agreement will be for five (5) years. The University reserves the right to cancel the Definitive Agreement at any time during that period by giving Contractor thirty (30) days written notice.

3.2. Mergers/Acquisitions

Should Contractor be acquired by or merge with another entity during the RFP process, Contractor must immediately notify the RFP Coordinator. Included with the notification should be a letter reaffirming the terms and conditions of the RFP and signed by the principal of Contractor.

3.3. Non-Endorsement

If the proposal is accepted, Contractor shall not issue any news releases or other statements pertaining to the award or servicing of the Definitive Agreement that state or imply the University of Pittsburgh's endorsement of Contractor's services, without prior approval of the University of Pittsburgh.

3.4. Exceptions

Indicate any exceptions, exclusions, unusual cases or deviations from the specifications and requirements contained in this RFP. If no exceptions are to be included, the proposal should specify "none". Unless exceptions are stated in writing upon submission of proposal, the University of Pittsburgh assumes Contractor acceptance of the content of this RFP and any addenda thereto, if any, in the event of execution of a Definitive Agreement.

3.5. Third Party Software or Hardware Products

Third parties (including any affiliated parties) with which Contractor has a special business relationship and which provides functionality described in the requirements for this proposal or which extends functionality beyond native functionality of the delivered applications. For every product listed, include the name of the provider of the product (software/hardware), a description of the business relationship with Contractor, and a description of the product's functionality and fit with the proposed applications.

3.6. Supplemental Information

Provide any supplemental information (APPENDIX E – Proposal Exceptions and Narrative), which is pertinent to the evaluation of the proposal, under this. The University will consider any additional suggestions if Contractor includes sufficient explanation and justification. If no supplemental information is to be included, the proposal should specify "none".

4. DETAILED SUBMISSION REQUIREMENTS

4.1. Required Information

All Contractors should provide the information as specified in Section 4.2 below. Only information received in response to this RFP will be evaluated. Reference to information previously submitted to the University will not be considered. **Failure to respond in full can be reason for rejecting the proposal in whole or in part at the discretion of the University.**

There is no intent to limit proposal content; however, **elaborate proposals, in the form of brochures or other presentation materials beyond what is necessary to present a complete and effective proposal, are not desired and should not be included. Responses should be comprehensive, with an emphasis on being concise and clear. Contractors are strongly encouraged to adhere to these general instructions to bring clarity to the proposal and subsequent evaluation process.** Any supplemental data deemed pertinent may be included in the "Supplemental Information" section of the Contractor's proposal.

In submitting a proposal, Contractor agrees that the proposal remains valid for one hundred eighty (180) calendar days after the closing date of submission of proposals and may be extended beyond that time by mutual agreement.
Strict compliance with this proposal format is essential to facilitate the evaluation process. Accordingly, the University of Pittsburgh reserves the right to reject any proposal which is either incomplete or does not conform to these instructions.

Strict compliance with this proposal format is essential to facilitate the evaluation process. Accordingly, the University of Pittsburgh reserves the right to reject any proposal which is either incomplete or does not conform to these instructions.

4.2. Proposal Format

All Contractors should provide the information as specified in Section 4.2 below. All PDF components (Appendices B–E) must be combined into a single PDF file in the order listed. Excel files must be submitted as separate files. Contractors must use the file names specified below.

A. Combined Proposal PDF Submission

Required PDF File Name: [ContractorName]_RFPProposal.pdf

Contractors must submit one (1) combined, searchable PDF in this order:

1. Appendix B – Submission Authorization Form signed and dated by an authorized representative of the Contractor.
2. Appendix C – Contractor References Form
3. Appendix D – Contractor Analysis Request Form
4. Appendix E – Proposal Exceptions and Narrative

B. The following attachments must be submitted as separate, unmodified Excel files:

Required Excel File Names: [ContractorName]_AttachmentA.xlsx,
Required Excel File Names: [ContractorName]_AttachmentB.xlsx,

1. Attachment A – Supplier Response Workbook
2. Attachment B – Financial Response Workbook

C. Attachment C – Contracted Supplier Agreement (Read-Only)

Contractors must review Attachment C but must not modify, redline, or return it. **Any exceptions must be listed exclusively in Appendix E.**

5. AWARD CRITERIA

Award criteria will include, but are not limited to the following:

Completeness of Proposal
Supplier Response Workbook
Financial Response Workbook
Response to Contractor Analysis Request
Favorable References
Agreement to University Contracted Supplier Agreement (Attachment C) and Standard Terms and Conditions

The University of Pittsburgh reserves the right to make the final decision regarding selection of Contractor(s). The awarding of Definitive Agreements to selected Contractor(s), if any, will be based solely on the judgment of the University of Pittsburgh.

APPENDIX A

NOTIFICATION OF INTEREST TO PARTICIPATE
(Due no later than noon, Eastern Time, on 12/03/2026)

EMAIL: mkacin@cfo.pitt.edu

ATTN: Melissa Kacin RE: RFP No: 112026

Contractor Name			
Authorized Representative			
Address			
City, State, Zip Code			
Phone:		**Fax:**	

Contractor shall check if -

	Small Business

Contractor interest in participating -

____ Yes, we **will** be submitting a response

____ No thank you, we **will not** be submitting a response.

If Contractor has chosen not to submit a response, please provide a brief explanation:

_____

_____

Signature:	
Authorized Representative (Printed):	
Authorized Representative (Title):	
Authorized Representative (Signature):	
Date:	

APPENDIX B

SUBMISSION AUTHORIZATION FORM
RFP No. 112026

Contractor's Name	
Street Address	
City, State, Zip Code	

Instructions: Contractor's authorized representative shall initial each section below as an acknowledgment of receipt and understanding of the RFP
_____Section 1:Introduction
_____Section 2:University Information
_____Section 3:General Information
_____Section 4:Submission Requirements
_____Appendices A-E
_____University of Pittsburgh Policies and Procedures
_____University of Pittsburgh Agreement/Standard Terms and Conditions

Instructions: Please submit the following information, if applicable
_____Most Recent Annual Report

Principal Owners & Officers – Name:	**Principal Owners & Officers – Title:**

Primary Contact Name:					
Address					
City, State, Zip Code					
Phone:		**Fax:**		**E-mail**	

Contractor hereby represents that it has not participated in any unethical conduct in connection with the RFP. In submitting a response, Contractor(s) agrees not to discuss or otherwise reveal its functional or cost information to any other source(s), until after the award of a Definitive Agreement. Contractor hereby certifies that its proposal has not been arrived at collusively or otherwise in violation of any Federal or State anti-trust laws. If, at any time, the University determines that Contractor is in violation of the foregoing representations, the University may have no further obligation to Contractor.

This Submission Authorization Form has been duly executed and delivered on behalf of Contractor by an authorized representative.					
Authorized Representative Name- Print					
Authorized Representative Title- Print					
Phone:		**Fax:**		**E-mail**	
Authorized Representative - Signature					
Date					

APPENDIX C

CONTRACTOR REFERENCES FORM
RFP No. 112026

Complete the following information in detail. If necessary, attach additional information or data that will assist in evaluating the questionnaire. The submission of this document shall constitute permission for the University of Pittsburgh to check, verify and have certified all information contained herein.

List three (3) companies or clients to whom Contractor has provided similar services in scope and size to this RFP. Minimum annual sales volume for these references should be $25,000. If Contractor does business with other educational institutions, please include these as references.

Company Name_____
Address_____
Contact Person_____Title_____
Telephone No. ( )_____Fax_____
Email Address_____
Sales Volume_____
Number of Years Contractor Has Provided Service to this Company_____

Company Name_____
Address_____
Contact Person_____Title_____
Telephone No. ( )_____Fax_____
Email Address_____
Sales Volume_____
Number of Years Contractor Has Provided Service to this Company_____

Company Name_____
Address_____
Contact Person_____Title_____
Telephone No. ( )_____Fax_____
Email Address_____
Sales Volume_____
Number of Years Contractor Has Provided Service to this Company_____

Next, provide information on companies Contractor has done business with but no longer do business with. Please provide this information for the past three years. If this does not apply, state "N/A" next to Company Name.

Company Name_____
Address_____
Contact Person_____Title_____
Telephone No. ( )_____Fax_____
Email Address_____
Sales Volume_____
Number of Years Contractor Has Provided Service to this Company_____
Reason(s) for discontinuing business with this Company:
_____
_____
_____

APPENDIX C (cont.)

Company Name_____
Address_____
Contact Person_____Title_____
Telephone No. ( )_____Fax_____
Email Address_____
Sales Volume_____
Number of Years Contractor Has Provided Service to this Company_____
Reason(s) for discontinuing business with this Company:
_____
_____
_____

Company Name_____
Address_____
Contact Person_____Title_____
Telephone No. ( )_____Fax_____
Email Address_____
Sales Volume_____
Number of Years Contractor Has Provided Service to this Company_____
Reason(s) for discontinuing business with this Company:
_____
_____
_____

APPENDIX D

CONTRACTOR ANALYSIS REQUEST
RFP No. 112026

Provide brief, direct responses. The University is seeking factual information rather than marketing materials. Responses should focus on measurable capabilities, experience, operational practices, and risks relevant to this solicitation.

Structure

1. Please provide corporate mission statement and strategic direction of the products and services as this relates both to the overall Contractor and to the appropriate Contractor division. Include the long-term plan for addressing emerging technology.

2. Please provide information of any alliance or affiliation with which the organization partners (e.g., standard groups or industry groups).

3. Please provide information on Contractor's performance against others in the higher education sector and the overall market.

4. Please identify any special conditions which may have a significant impact on the operation of Contractor (e.g., ownership or management changes, lawsuits, contract terminations, patent expirations, etc.)

5. Please describe Contractor's quality control processes, along with any relevant certifications (e.g., ISO certifications).

Growth: The term "Growth" relates to the manner in which Contractor has progressed since its inception. Please provide the following information:

1. The history in sales over the last five years.

Experience: The term "Experience" relates to the relative experience Contractor has in terms of a specifications of this size. Please provide information as to other similar sized projects.

1. Customer complaint data and problem resolution processes.

APPENDIX E

PROPOSAL NARRATIVE AND EXCEPTIONS
RFP No. 112026

Contractors must provide narrative responses only to the topics defined in this appendix. Please provide responses directly within this appendix. Do not alter the numbering, order, or wording of the questions. The response area under each question may be expanded as needed, but **responses must remain focused and succinct to ensure the project team can fully evaluate the proposal.**

1. **List exceptions to University Policies and Procedures (Section 1.8)** If no exceptions exist, state "No Exceptions."

2. **List exceptions to Agreement/University's Standard Terms and Conditions (Section 1.9)** If no exceptions exist, state "No Exceptions."

3. **Exceptions to Attachment C - Contracted Supplier Agreement** Contractors must not modify, mark up, or return Attachment C with revisions. Any changes requested must be identified in this section. If no exceptions exist, state "No Exceptions."

4. **Describe how their proposal supports the utilization of small businesses, local businesses, and diverse suppliers, either directly or through tier two subcontractors, suppliers, distributors, or other business partners.**

5. **Contractors must describe their approach to establishing and maintaining a strong commercial partnership with the University.**

6. **Contractors may provide a brief supplemental narrative only if needed to clarify elements of their proposal that do not fit within other required sections of the RFP. This section is optional and should be used sparingly.**

APPENDIX F

SUPPLIER VERIFICATION INFORMATION
RFP No. 112026

This appendix is provided for informational purposes only. No response is required.

The awarded Supplier(s) will be required to complete the University of Pittsburgh supplier verification process prior to contract execution and payment setup. Suppliers should review the requirements available at the University of Pittsburgh supplier website and be prepared to provide the requested documentation upon award. Adding & Changing Suppliers | Purchase, Pay & Travel | University of Pittsburgh

Attachment A

Supplier Response Workbook

Attached as Excel file Titled: Supplier Response Workbook

Attachment B

Financial Response Workbook

Attached as Excel file Titled: Financial Response Workbook

Attachment C

UNIVERSITY OF PITTSBURGH
CONTRACTED SUPPLIER AGREEMENT

THIS CONTRACTED SUPPLIER AGREEMENT (this **"Agreement"**) is effective as of the ___ day of _____, 20___ (the "**Effective Date**"**),** by and between the University of Pittsburgh – Of the Commonwealth System of Higher Education, a Pennsylvania nonprofit corporation, with a principal place of business at 4200 Fifth Avenue, Pittsburgh, PA 15260 (the **"University"**), and _____, a _____ with an office located at _____ (the **"Supplier"**).

WITNESSETH

WHEREAS, the University is an education and research institution; and

WHEREAS, the University desires to identify and designate certain suppliers of goods and services to the University as "Contracted Suppliers" in order to (i) develop a cost effective and efficient program for acquiring goods and services and (ii) establish a dynamic and proactive approach to managing business relationships with such suppliers; and

WHEREAS, Supplier manufactures and/or distributes certain goods and/or provides certain services more fully identified in this Agreement; and

WHEREAS, the University desires to purchase such goods and/or services from Supplier pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, the University and the Supplier, intending to be legally bound, hereby agree to the premises and provisions of this Agreement as more particularly described below.

1. Scope of Work

a) University Obligations. During the term of this Agreement, the University shall;

(i) Designate the Supplier as a University "Contracted Supplier" with respect to the Goods (as defined below) identified in this Agreement;

(ii) Permit the Supplier to participate in marketing and promotional activities associated with the University's vendor shows and events as approved by the University; and

(iii) Permit the Supplier to participate in the University's web-based procurement system supporting Punch Out, Hosted Catalog, and traditional purchase order transactions (hereinafter referred to as **"PantherExpress"**). For purposes of this Agreement (x) "Punch Out" refers to the process that pushes a University customer from PantherExpress to the Supplier's web-based catalog through which Goods can be selected, with the order process being completed through PantherExpress; and (y) Hosted Catalog refers to a buyer's ability to access Supplier's purchasing offerings by viewing a Supplier catalog directly on PantherExpress.

(iv) Notwithstanding the foregoing, the University shall not be required to purchase a minimum quantity during the term of this Agreement. Any quantities provided by the University are for estimating purposes only and are not to be interpreted as a minimum obligation for or maximum amount required by the University. Supplier acknowledges that the estimates made by the University are made in good faith but may significantly vary from actual requirements.

b) Supplier Obligations. During the term of this Agreement, the Supplier shall:

(i) Provide all Goods (as defined below) and perform all necessary services as described in the Statement of Work attached hereto and incorporated herein as **Exhibit A** (the "**Services"**);

(ii) Comply with, and ensure that all Supplier personnel comply with, applicable University policies and procedures (https://www.ppt.pitt.edu/suppliers/info-suppliers) in connection with rendering Services hereunder and comply with any other requirements imposed by the University relating to access, safety and security in connection with the Services from the time the University gives Supplier notice of the same;

(iii) Limit its offerings to those goods identified on the Core List (attached hereto as **Exhibit B-1**) and the Non-Core List (attached hereto as **Exhibit B-2**) (collectively, the "**Goods**") unless otherwise agreed to by the University in writing;

(iv) Aggressively pursue price reduction opportunities including, but not limited to, volume discount pricing opportunities;

(#) [OPTIONAL] Supplier, and its agents or subcontractors who have access to or shall collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Supplier's sole cost and expense. A comprehensive written description of Supplier's current PCI DSS procedures and practices shall be provided to University on or before the Effective Date, and at least annually during the Term;

(#) [OPTIONAL] In addition to the Data Management and Security obligations set forth in this Agreement, Supplier shall implement and maintain a written comprehensive information security program containing administrative, technical and physical safeguards for the security and protection of University student financial information ("Customer Information") and further containing each of the elements set forth in § 314.4 of the Gramm Leach Bliley Standards for Safeguarding Customer Information (16 C.F.R. § 314) and the Red Flag Rules issued by the Federal Trade Commission, as may be amended from time to time. Supplier further agrees to safeguard all Customer Information provided to it under the Agreement in accordance with its information security program, the Gramm Leach Bliley Standards for Safeguarding Customer Information and the Red Flag Rules issued by the Federal Trade Commission. Supplier shall indemnify and hold the University harmless from and against any and all claims, demands, suits, or other requests for relief, damages or compensation which arise from Supplier's breach of its obligation under the Gramm Leach Bliley Act including, but not limited to, the Gramm Leach Bliley Safeguard Rules and the Red Flag Rules issued by the Federal Trade Commission. Supplier's written comprehensive information security program shall be provided to University on or before the Effective Date, and at least annually during the Term;

(#) [OPTIONAL] Supplier acknowledges and warrants that, during the term of this Agreement, the products provided under this Agreement shall remain in compliance with all applicable University policies, procedures, and Federal laws and regulations, including without limitation the requirements of Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973. For all web-based content, Supplier acknowledges and warrants that the products provided under this Agreement shall conform to the W3C WAI Web Content Accessibility Guidelines version 2.1 (or current version) at conformance Level AA. For all non-web content, Supplier acknowledges and warrants that the products provided under this Agreement shall conform to the WCAG2ICT Guidance on Applying WCAG 2.1 to Non-Web Information and Communications Technologies (or current version). Upon written request, Supplier shall provide University with accessibility

testing results and/or other written documentation as assurance and verification of the state of accessibility required under this section [#]. If it is determined that the products provided under this Agreement are not fully accessible or otherwise do not comply with the applicable accessibility standards, Supplier shall promptly respond to, resolve, and remediate any complaint regarding accessibility of its products or services in a timely manner and provide an updated version to the University at no cost. University reserves the right to request a timeline by which Supplier shall provide evidence of compliance with accessibility standards and Supplier shall provide such a timeline within a commercially reasonable time. Supplier further agrees to defend, indemnify, and hold University harmless from and against all claims, costs, fines, and other liabilities arising from or connected to accessibility, usability, or Supplier's failure to comply with the requirements of this section [#]. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by University within its sole discretion. Failure by University to exercise its termination rights under this section [#] does not constitute a waiver of those rights.

c) Contract Documents.

(i) This Agreement shall govern and control the Goods supplied and the Services performed by Supplier regardless of whether said Goods or Services are supplied or performed pursuant to order requests including, but not limited to, (x) individual written purchase orders (including, without limitation, purchase orders, releases, change orders or other written directives); (y) individual written contracts or agreements between the parties; and (z) verbal requests or orders.

(ii) All such Order Requests described in Section 1(c)(i) above shall be incorporated into this Agreement and, in combination with this Agreement, constitute the Contract Documents governing the Goods or Services. In the event of any conflict or discrepancy between the terms and conditions of this Agreement and the provisions of any of the other Contract Documents, the terms and conditions of this Agreement shall have precedence and shall govern and control unless the context of those Contract Documents expressly requires otherwise.

(iii) Supplier agrees that any reference in the Contract Documents to any of Supplier's proposals, correspondence or other documents shall be solely for the purposes of further describing the Goods or Services. No such additional, different or conflicting terms of Supplier's documents shall become part of this Agreement unless the University specifically assents in writing to their inclusion in this Agreement.

2. Term and Termination

a) Term. This Agreement is effective for a period of five (5) years (the **"Initial Term"**) commencing on the Effective Date and expiring on _____, 20___ (the **"Expiration Date"**), unless sooner terminated by the University in accordance with the terms and conditions of this Agreement. Where Supplier, with the consent of the University, continues to provide Goods or Services to the University after the Expiration Date, Supplier shall continue to comply with the terms and conditions of this Agreement until the Agreement is extended or replaced in a writing executed by the parties or until such time the post-expiration date services are completed (whichever shall first occur).

b) Option for Extended Term. This Agreement may be extended by the University in its sole and absolute discretion for two (2) additional periods of one (1) year (each an **"Extension Term"** and, together with the Initial Term, the **"Term"**). At least sixty (60) days prior to the expiration of the then-current Term, the University shall provide written notice to the Supplier of its intention to extend the Agreement for an Extension Term. Pricing for an Extension Term shall be determined in accordance with Section 3.

c) Termination for Breach.

(i) Either party may immediately terminate this Agreement if the other party breaches or fails to comply with any material covenant, responsibility or other obligation of this Agreement and such failure shall continue for a period of thirty (30) days after written notice of breach has been provided to such party.

(ii) Either party may immediately terminate this Agreement if a proceeding is instituted in respect to the other party:

A. seeking to have an order for relief entered in respect of such party, or seeking a declaration or entailing a finding that the party is insolvent or a similar declaration or finding, or seeking dissolution or other similar relief with respect to such party under any law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar law now or hereafter in effect; or

B. seeking appointment of a receiver, trustee, liquidator, assignee, sequestrator or other custodian for such party or for all or any substantial part of its assets,

and such proceeding results in the entry, making or grant of any such order for relief, declaration, finding, relief or appointment, or such proceeding shall remain undismissed and unstayed for a period of sixty (60) consecutive days.

(iii) Either party may immediately terminate this Agreement if the other party becomes insolvent; fails to pay, becomes unable to pay or states that it is or will be unable to pay its debts as they become due; voluntarily suspends transaction of its business; makes a general assignment for the benefit of creditors; or engages in any acts of fraud or willful misconduct.

d) Termination for Convenience. Notwithstanding any other provision of this Agreement, the University shall have the right, in its absolute and sole discretion, to terminate this Agreement for its convenience, in whole or in part, at any time by providing thirty (30) days written notice to Supplier. In the event of termination for convenience, the Supplier shall promptly comply with the directions of the University and take such action as necessary to minimize the costs and expenses of the termination, including notifying its subcontractors and suppliers to take all reasonable actions. The University shall pay the Supplier for the Goods or Services provided through the effective termination date. The University shall have no liability to Supplier for any damages including, but not limited to, lost overheads, lost profits or any other lost opportunity costs and Supplier shall have no other remedy other than that provided in this section.

3. Pricing

a) **Exhibit C** to this Agreement, incorporated herein by reference, sets forth the applicable pricing and incentive terms for items supplied by Supplier.

4. Goods

a) Substitution of Goods. Substitutions of Goods shall be permitted only in accordance with the terms of this Agreement.

b) Discontinued Goods. If a Good is discontinued by Supplier or manufacturer during the term of this Agreement, the Supplier shall offer for purchase substitute products of the same or greater functionality, at the same price as the Goods being substituted, so long as such substitute products are available and offered for commercial purchase by Supplier.

c) Extended Period of Goods Unavailability. If any Core List Good is out of stock or unavailable for purchase for more than one (1) week, and an appropriate substitute product cannot be identified, the University reserves the right to procure substitute products from an alternate supplier. If the University procures substitute products in accordance with the provisions of this Section 4(c), then the University shall be reimbursed by the Supplier for the amount of the positive price difference between the price of the Core List Good and the substitute product.

d) Inspection and Return of Goods. All Goods and Services are subject to final inspection and acceptance by the University at destination, notwithstanding any prior payments or inspections by the University. Such final inspection shall take place within sixty (60) days from the date of delivery, installation or completion of Services, whichever is latest. The University reserves the right to reject and refuse acceptance of any or all portions of the Goods and/or Services which are nonconforming or defective. In addition to other remedies which may be available at law or in equity, the University, at its option, may return to Seller any nonconforming or defective Goods and/or Services at Seller's expense either (i) for a credit or refund or (ii) for correction or replacement. In the event of failure of Seller to correct defects in or replace nonconforming Goods or Services within ten (10) days, the University may without prejudice to any other remedy it may have, make such corrections or replace such Goods and Services and charge Seller with the cost incurred by the University in doing so. If University elects to accept nonconforming or defective Goods and Services, University, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the University for the nonconformity or defect.

5. Warranty

a) Supplier expressly warrants that:

(i) all Goods furnished hereunder shall be new and unused (unless otherwise specified or agreed to);

(ii) all Goods and Services furnished hereunder shall conform to all requirements, specifications and appropriate standards,

(iii) all Goods and Services shall be free from defects, including, where applicable and without limitation, defects in material, workmanship and title. In addition, to the extent that the Goods and Services are not rendered pursuant to detailed designs or instructions furnished by the University, the Goods and Services shall be free from defects in design;

(iv) all Goods and Services furnished hereunder shall be merchantable and shall be safe and appropriate for the purposes for which Goods and Services of that kind are normally used. If Supplier knows or has reason to know the particular purpose for which the University intends to use the Goods or Services, Supplier also warrants that such Goods and Services shall be fit for such particular purpose;

(v) all Goods and Services furnished shall conform in all respects to samples, advertisements and other forms of representation made to the University regarding the Goods or Services purchased;

(vi) in connection with Services or technical data to be provided by Supplier hereunder, such Services and/or technical data shall be performed or prepared in a professional and workmanlike manner; and

(vii) in performance of this Agreement, Supplier shall comply, and all Goods or Services furnished hereunder shall be produced or furnished in full and complete compliance, with all applicable federal, state and local laws, rules, ordinances and regulations.

b) These warranties are in addition to warranties offered by Supplier and any manufacturer and shall not be construed as restricting or limiting any warranties of Supplier or such manufacturer, expressed or implied, which are provided or exist by operation of law. Inspection, test, acceptance or use of the Goods or Services furnished hereunder shall not affect Supplier's obligations under this Section 5, and such obligations shall survive inspection, test, acceptance and use. Supplier's warranty shall run to the University, its successors, assigns and users of Goods or Services.

6. Technology Fees

a) Technology Enablement Fee. On the Effective Date, Supplier shall remit to the University **Two Thousand and No/100 Dollars ($2000.00)** (the **"Technology Enablement Fee"**) to cover administrative and technical fees associated with establishing Supplier on PantherExpress.

b) Technology Support Fee. Supplier shall remit to the University a fee in the amount of **Two Percent (2%)** (the **"Technology Support Fee"**) of the total Sales for the immediately preceding quarter. For purposes of this Section 6(b), Sales means the gross revenues generated from University purchases under this Agreement (net of any returns and excluding freight). A payment schedule is set forth as follows:

Technology Fee Payment Schedule

Quarter	Payment Date
Q1 (July - September)	Due by November 15
Q2 (October – December)	Due by February 15
Q3 (January – March)	Due by May 15
Q4 (April – June)	Due by August 15
Fiscal Year End Reconciliation	Any outstanding open balances due by September 30

Supplier shall remit the Technology Support Fee to the University electronically, using the ACH method of payment.

7. Orders, Procurement Process and Payment

a) Procurement Process and Payment. Orders may be placed by the University through the following methods:

(i) PantherExpress Orders. Punch Out Orders or orders placed through Hosted Catalogs shall be invoiced and paid for as follows:

A. Invoices. Supplier shall submit electronic invoices to the University for orders placed through PantherExpress.

B. Payment for PantherExpress Purchases. The University shall process and issue payments in US dollars to Supplier for purchases made through the Punch Out or Hosted Catalog function on PantherExpress 30 days after the date of an undisputed invoice. Payments to Supplier will be accompanied by a list of each applicable purchase order number and the associated amounts.

(ii) Procurement Card Payment. The University shall have the right to use a procurement card to order and pay for Goods not purchased through PantherExpress.

b) Payment Terms. (TO BE NEGOTIATED, ONLY CHOOSE ONE BELOW)

Virtual card payment – immediate pay
ACH – Net 45
Check – Net 60

c) Address for Invoicing. All invoices that cannot be sent through PantherExpress shall be sent to the following email address or physical address or to such other addresses as the University may specify:

Email invoices to: UPITT.invoices@trustflowds.com

Or

University of Pittsburgh
PO Box 3329
Scranton, PA 18505
Purchase Order Number: _____

8. Delivery

a) Delivery and Freight Costs. The Supplier agrees to pay all shipping and freight charges incurred by the University regardless of order size, excluding University requested rush shipments. These costs include normal freight on all Goods along with other charges such as hazardous, ice, fuel, minimums, etc.

b) Delivery. Delivery is to be made only to the destination stated in the order and must be made between 8:30 A.M. and 4:00 P.M., Monday through Friday, Eastern time, legal and University holidays excluded, unless otherwise stated on the face of the order. The quantity term set forth in the order shall be complied with strictly as stated. Supplier is responsible for maintaining and providing proof of delivery.

c) Freight.

(i) The University's freight terms are F.O.B. Destination, Freight Prepaid and Allowed.
(ii) If shipment is indicated on the order as F.O.B. Supplier's plant, the Supplier shall prepay the freight charges and, if mutually agreed to, add them to the invoice.
(iii) If shipment will be direct to the University from outside the United States, then this import must be clearly stated as such on the Goods quote and Supplier shall ship using Incoterms DDP.
(iv) Separate freight invoices will not be accepted.
(v) Freight charges of $25 and over require supporting receipt for reimbursement.
(vi) Collect shipments will be returned at Supplier's expense.

d) Shipping Insurance. Unless otherwise instructed on the face of the order, Supplier shall not declare any value for carriage or insurance. If not directed otherwise, shipments shall be released to minimum value of governing classification or tariff, or insured for minimum value for traceability. No shipment exceeding $10,000 shall be sent Parcel Post. No shipment exceeding $50,000 shall be sent via courier service. Supplier shall provide advance notice to the University of shipments exceeding $50,000.

e) Consolidation. Except where limited by the insurance clause above, Supplier shall consolidate all shipments to the delivery point specified herein, for any one day, on one Bill of Lading.

f) P.O. Number(s). The University's Purchase Order Numbers must appear on all invoices, shipping documents and labels.

g) Packing, Packaging and Packing Sheets. Supplier shall use best commercial practice for packing and packaging of items to be delivered under the order, unless otherwise specified herein. Supplier is to provide two (2) copies of each packing sheet with the shipment.

h) Minimum Order Size. There shall be no minimum order size requirement on any University orders.

i) Hazardous Material, Packing, Labeling and Shipping. Supplier shall: (i) package, label, transport and ship hazardous material, items containing hazardous materials, and any other regulated materials, in accordance with all applicable federal, state, and local laws, international shipping requirements, rules, ordinances and regulations, and (ii) furnish any appropriate Material Safety Data Sheets. Supplier, prior to each hazardous or regulated material shipment, shall notify the University of: (iii) every article ordered or supplied under the order or stored or to be used by Supplier on University property that contains hazardous materials or any other regulated materials for which the law requires a Material Safety Data Sheet, and (iv) its nature and shipment data by such means of communication as will allow for the proper preparation for acceptance of delivery by the carrier of the material and shall identify same on all shipping documents.

j) On-Time Shipment. The Supplier shall maintain 95% or greater on-time shipment. If Supplier reasonably should know that delivery of Goods will not be completed by the date requested, Supplier shall notify University of the duration of the anticipated delay.

k) Title and Risk of Loss. With respect to any Goods provided under an order, title and risk of loss shall not pass to the University until such Goods have been received, inspected and accepted by University in accordance with the terms and conditions set forth in the order. Supplier assumes full responsibility for packing, crating, marking, transporting, and liability for loss or damage in transit, notwithstanding any agreement in the order by the University to pay freight, express or other transportation charges.

9. Management and Reporting

a) Account Management. Supplier shall identify key personnel responsible for supporting this Agreement and the relationship with the University. If the University deems the performance of Supplier's personnel unsatisfactory for any reasonable cause, such assigned personnel shall be removed from the University account and replaced immediately by the Supplier. The University reserves the right to bar from its premises any employee, officer, director, agent, representative, supervisor, successor, assignee or sub-contractor of the Supplier for any cause that the University deems reasonable.

b) Business Review Meetings. The parties agree to have performance appraisal and review process meetings <on an as needed basis, but no fewer than one (1) meeting per calendar quarter>, unless such meeting is waived with the consent of both parties. Performance appraisal meetings shall address <the Contracted Supplier Scorecard and Instructions, a copy of which is attached hereto as **Exhibit D**. Supplier shall maintain a minimum Total Score (as that term is defined in the Contracted Supplier Scorecard and Instructions) of **[TO BE NEGOTIATED]** or greater in each of the Criteria categories shown on the Contracted Supplier Scorecard Instructions. In the event Supplier's score in any one Criteria category shall fall below the minimum score, the University may notify Supplier, and Supplier shall increase such Total Score within six (6) months of such notification. If Supplier does not increase the Total Score within such six (6) month period, the University may terminate this Agreement in accordance with Section 2.>

c) Reports: The Supplier shall provide the University with <detailed quarterly and annual utilization reports> for all orders in mutually agreed upon electronic format. Reports shall, <at a minimum, include the following:

(i) Total dollar value of purchases and total number of orders;

(ii) Total purchases by item number;

(iii) Total value of purchases of "Core List" items divided by total value of all purchases;

(iv) Total purchases through PantherExpress versus other methods of purchasing;

(v) Numbers of orders delivered next day divided by the number of total orders;

(vi) Number of orders delivered accurately divided by the number of total orders;

(vii) Number of orders fulfilled completely divided by the number of total orders;

(viii) Number of returns due to customer error;

(ix) Number of returns due to Supplier error; and

(x) Total dollar value of surcharges, transaction fees, delivery charges, and other miscellaneous charges, if any. >

d) Right to Audit. The University reserves the right to audit contract pricing compliance at any given time during normal business hours, and the Supplier shall provide the University with the necessary usage reports as required for the University to conduct such an audit. In the event pricing or discount levels reflected on invoices do not match the pricing levels as stated in this Agreement, University and the Supplier shall work together to calculate and issue an appropriate credit. In determining whether or not Supplier owes a refund to the University, any undercharges shall be offset against any overcharges. The parties agree that each party shall bear its own costs in conjunction with audits conducted pursuant to this Section 9(d). Further, in the event that the University desires to utilize a third party auditor in order to conduct such audit, Supplier and the third party auditor shall execute a mutually agreed upon confidentiality agreement.

e) Clearances. Prior to Supplier's and Sub-Supplier's performance of duties and/or exercise of any rights on University's property or facilities, Supplier and Sub-Supplier shall subject all of their directors, officers, partners, principals, employees, contractors, co-presenters, sponsors, volunteers, chaperones, instructors, service providers and other agents who will or may be present at any time in, on, or around the campus and/or other property of the University (collectively "Supplier's Agents" and "Sub-Supplier's Agents", respectively) to a thorough personal background investigation, which, when conducted, shall include a federal criminal history investigation and a criminal history investigation in all states of applicable residence and work. Without limiting the foregoing, Supplier and Sub-Supplier shall conduct (or, within the one-year period immediately preceding the Effective Date of this Agreement, shall have conducted) an FBI Fingerprint Criminal History Clearance, a Pennsylvania State Police Criminal Record Check, and a Pennsylvania Department of Public Welfare Child Abuse Clearance on each of Supplier's Agents and Sub-Supplier's Agents. Supplier and Sub-Supplier warrants that Supplier's Agents and Sub-Supplier's Agents are suitable for entry onto the campus and other property of the University to perform duties and/or exercise rights hereunder. Unsuitable persons include, but are not limited to, any person whose screening reveals information suggesting that the individual could jeopardize the safety or welfare of a minor. Supplier and Sub-Supplier shall notify University in any case wherein a person has a felony or misdemeanor conviction and Supplier and Sub-Supplier intends to permit such person entry onto the campus and/or other property of the University or substantial contact with minors while performing any services.

Following discussion with Supplier and Sub-Supplier, University reserves the right to refuse such entry. Supplier and Sub-Supplier also warrant that each of Supplier's Agents and Sub-Supplier's Agents whom they deem suitable shall be required to timely report any new arrests or convictions to Supplier and Sub-Supplier. Should Supplier and Sub-Supplier receive such a report or otherwise reasonably suspect that one of Supplier's Agents or Sub-Supplier's Agents is no longer suitable, Supplier and Sub-Supplier shall reevaluate such person's continued suitability consistent with the above. Supplier and Sub-Supplier warrant that they shall abide by applicable laws in making suitability determinations and in reporting suspected child abuse.

10. <u>Confidentiality</u>

a) Each party (the "Receiving Party") shall keep confidential any information of a non-public, confidential or proprietary nature (collectively, "Confidential Information") received from the other party (the "Disclosing Party"). Confidential Information, if in tangible or readable form, shall be marked as such at the time of disclosure and if disclosed orally, shall be reduced to writing and marked confidential within thirty (30) days after disclosure. The Disclosing Party's failure to mark information as confidential or to notify the Receiving Party that oral information is confidential will not affect the information's confidential nature or waive the Disclosing Party's rights or the Receiving Party's obligations with respect to the information.

b) Confidential Information shall not include information which (i) is or becomes publicly available other than as a result of a disclosure by the Receiving Party or its representatives; (ii) was received by the Receiving Party from a third party having no obligations of confidentiality to the Disclosing Party and who is lawfully in possession of such information; or (iii) was in the Receiving Party's possession prior to disclosure or was developed independently from such Confidential Information, as is shown by competent evidence.

c) The Receiving Party shall (i) hold the Confidential Information in confidence using the same care it affords its own confidential information, but not less than a reasonable degree of care; (ii) use the Confidential Information only for the performance of this Agreement; and (iii) restrict disclosure of the Confidential Information to employees whose duties justify the need to know the Confidential Information in furtherance of the performance of this Agreement and who are advised as to the confidential nature of the information and required to comply with the provisions of this Agreement. The Receiving Party shall not provide any third parties with access to the Confidential Information unless such third party has agreed to be bound by confidentiality and nondisclosure obligations in a form of an agreement acceptable to the Disclosing Party.

d) If the Receiving Party is required to disclose Confidential Information by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, the Receiving Party shall provide the Disclosing Party with prompt written notice of such required disclosure so that the Disclosing Party may seek a protective order or take other appropriate action.

e) Upon termination of this Agreement or the Disclosing Party's request, (i) original sources of Confidential Information shall be promptly returned to the Disclosing Party and (ii) all copies of such sources, including, but not limited to, all summaries, abstracts, drawings, notes or other records or data prepared by or for the Receiving Party which contains any Confidential Information in any form, shall be destroyed, with such destruction confirmed in writing.

f) The Receiving Party acknowledges that monetary damages may be inadequate to compensate for any breach of the Disclosing Party's confidentiality obligations. The Receiving Party agrees that any such breach or threatened breach may cause irreparable injury to the Disclosing Party and that the Disclosing Party shall be entitled to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction with respect to the Disclosing Party's Confidential Information, without proof of actual damages.

g) The Receiving Party shall immediately notify the Disclosing Party in writing upon discovery of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information.

11. Small or Local Business Utilization and Sustainability

a) Small or Local Business. In the performance of this Agreement, Supplier shall use best efforts to utilize small or local businesses as second tier suppliers. The Supplier shall submit yearly automated reports evidencing its progress in this area.

b) Sustainability. The University encourages and promotes the use of goods which are environmentally friendly, or with recycled content to the extent economically practical and to purchase goods that are reusable, refillable, repairable, more durable as is practicable and cost-effective. The University encourages and promotes the use of minimal packaging and use of recycled/recyclable goods in packaging when applicable without sacrifice in quality of packaging. Suppliers are strongly urged to bring to the attention of the University the goods or packaging they offer which have recycled content and that may be recyclable. When and if requested by the University, the Supplier shall submit yearly automated reports evidencing its progress in this area.

12. Indemnity

a) Supplier (the "Indemnifying Party") shall indemnify, defend and hold harmless the University, its trustees, officers, employees, agents and representatives (collectively, the "University Indemnitees") from and against any and all losses, liability, cost and expenses, including attorney's fees and costs, awards, judgments, damages, fines, penalties, claims and causes of action (collectively, "Claims") arising out of or related to the acts or omissions of the Indemnifying Party or any of its officers, directors, employees, agents, representatives, contractors, successors, assigns or anyone acting on any of their behalf in connection with, arising from or related to the performance of obligations under this Agreement, including Claims for (i) personal injury, including death, and damage to property, (ii) the breach by the Indemnifying Party of any term, representation, warranty or covenant under this Agreement, or (iii) defective, unsafe or non-conforming Goods supplied by Supplier.

13. Insurance

a) Unless more specific insurance provisions are attached, Supplier shall procure and maintain during the term of this Agreement, at its own expense, the following insurance coverage:

Commercial General Liability
$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$1,000,000 Products and Completed Operations
$1,000,000 Personal and Advertising Injury
$100,000 Fire Damage (any one fire)
$10,000 Medical Expense (any one person)

Including coverage for but not limited to contractual, products, broad form property damage, personal injury, host liquor, and independent Suppliers liability.

Automobile Liability
$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per Accident. Coverage shall include hired car and non-owned automobiles.

Workers' Compensation

Statutory

Employer's Liability
$1,000,000 Each Accident
$1,000,000 Disease - Policy Limit
$1,000,000 Disease - Each Employee

Cyber Liability
$10,000,000

b) "The University of Pittsburgh - Of the Commonwealth System of Higher Education, its trustees, officers, agents and employees" are to be named as an additional insured on the insurance policies listed above. The policies described herein, and Supplier's compliance with the terms and conditions of this Section 13, shall be subject to approval by the University's Office of Risk Management. Supplier shall provide certificates of insurance evidencing the insurance coverage required in this Agreement prior to commencement of Services or delivery of Goods to the authorized university representative.

14. Data Management and Security

a) University Data. Supplier agrees that it may (a) create, host, maintain; (b) receive from or on behalf of the University and/or its students; or (c) have access to, records or record systems containing University Data. "University Data" means any and all information, data, materials, works, expressions or other content that are provided to, uploaded to, stored or otherwise accessible by Supplier pursuant to or in connection with this Agreement. All output, copies, reproductions, improvements, modifications, adaptations, translations and other derivative works of, based on, derived from or otherwise using any University Data are themselves also University Data. University Data is deemed to be Confidential Information of the University. In the event of a conflict or inconsistency between this Section 14 and Section 10 on confidentiality, the terms and conditions set forth in this Section 14 shall govern and control the University Data.

b) **Recovery and Continuity**. With regard to the recovery procedures applicable to systems used by Supplier to provide the Services or store or transmit relevant data or transactions, Supplier maintains, and shall continue to maintain throughout the Term, a recovery plan (Plan) that permits Supplier to continue providing Services to University under the Agreement. A comprehensive description of Supplier's current Plan shall be provided to University on or before the Effective Date, and at least annually during the Term. Supplier's recovery time objective (RTO) under such Plan shall not exceed [X] hours, unless otherwise agreed upon by the parties. Supplier shall maintain adequate backup procedures in order to recover University's data and information to the point of the last available good backup, with a recovery point objective (RPO) of no less than twenty-four (24) hours. Supplier shall test the operation and effectiveness of the Plan at least annually and shall provide University with an annual written report of all such tests. If there are any material deficiencies associated with any Plan or annual written report, Supplier shall respond within thirty (30) days on steps that will be taken to mitigate recovery deficiencies within a reasonable time frame acceptable to University.

c) Data Ownership. The University possesses and retains all right, title and interest in and to University Data, and Supplier's use and possession thereof is solely on the University's behalf. The University may access and copy any University Data in Supplier's possession at any time, and Supplier shall reasonably facilitate such access and copying promptly after the University's request.

d) Access and Use. Unless it receives the University's prior written consent, Supplier (a) shall not access, process, or otherwise use University Data other than as necessary to facilitate the Services; (b) shall not give any of its employees access to University Data except to the extent that such individual needs access to facilitate

performance under this Agreement; and (c) shall not give any third party access to University Data, including without limitation Supplier's other customers, except Permitted Subcontractors.

e) Data Security. Supplier shall implement and maintain a written information security program including appropriate policies, procedures and risk assessments that are reviewed at least annually. Without limiting Supplier's obligations hereunder, Supplier shall implement administrative, physical and technical safeguards to protect University Data from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices (including the National Institute of Standards and Technology (NIST) Cybersecurity Framework, or other applicable industry standards for information security), and shall ensure that all such safeguards, including the manner in which University Data is created, collected, accessed, received, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. University Data shall be stored in data centers located within the continental United States and shall not be co-mingled with data from other clients of the Supplier. Supplier shall notify the University in writing not less than one hundred and eighty (180) days in advance of any changes in the location of University Data if, as a result of the change, University Data will be stored outside of the continental United States.

f) Data Breaches. The Supplier shall promptly report to the University any compromise of security that it becomes aware of with regard to University Data. The Supplier shall notify the University of any actual or reasonably suspected breach of confidentiality or security with regard to University Data as soon as reasonably practicable, but no later than four (4) hours after the Supplier becomes aware of such breach. The Supplier shall cooperate with the University in investigating the breach, including, but not limited to, the provision of system, application and access logs, conducting forensics reviews of relevant systems, imaging relevant media and making personnel available for interview, provided that any such investigation does not unreasonably disrupt the Supplier's business operations. On notice of any actual or reasonably suspected breach, the Supplier shall institute appropriate controls to maintain and preserve electronic evidence relating to the breach. The Supplier shall reasonably cooperate with the University and any regulator or other governmental entity having jurisdiction over the University or the University Data relating to Supplier's performance of this Agreement and possession and use of the University Data, provided that such cooperation does not unreasonably disrupt Supplier's business operations. The Supplier agrees that it shall not inform any third party or the public of a breach of University Data without first obtaining the University's prior written consent. The Supplier shall reimburse the University for actual costs incurred by the University in responding to, and mitigating damages caused by any breach hereunder, including all costs of notice and/or remediation.

g) Compliance. Upon the University's written request, Supplier shall promptly and accurately complete a written information security questionnaire provided by the University, or a third party on University's behalf, regarding Supplier's business practices and information technology environment in relation to all University Data being handled and/or services being provided by Supplier to the University pursuant to this Agreement. Supplier shall fully cooperate with such inquiries. The University shall treat the information provided by Supplier in the security questionnaire as Supplier's Confidential Information.

h) Equitable Relief. Supplier acknowledges that monetary damages may be inadequate to compensate for any breach of the provisions of this Section 14. Supplier agrees that any such breach or threatened breach may cause irreparable injury to the University and that the University shall be entitled to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction with respect to the University Data, without proof of actual damages.

i) Material Breach. Supplier's failure to comply with any of the provisions of this Section 14 is a material breach of this Agreement. In such event, and notwithstanding anything in this Agreement to the contrary, the University

may terminate the Agreement effective immediately upon written notice to the Supplier without further liability or obligation to Supplier.

j) Personal Device**.** Supplier shall comply with the following data security requirements:

(i) Supplier shall:

(A) Be issued a University sponsored account to gain access to University resources.

(B) Not save University data to their non-University owned device.

(C) Only have view and/or upload access to the University's resources.

a) If any research file needs to be downloaded by the Supplier, the file must be de-identified, and the file must be deleted as soon as possible, based on the research protocol, after the file is uploaded to the appropriate secure location.

(D) Follow the University's Access to and Use of University Computing Resources Policy (Policy_AO_10.pdf).

(E) Report suspected security incidents within 48 hours to the University's Pitt Digital Help Desk by calling 412-624-4357.

b) Supplier owned devices used to process, store, or transmit data shall:

(A) Have anti-virus software installed with automatic updates enabled.

(B) Have a supported operating system with automatic updates enabled.

(C) Have a password-protected screensaver which is configured to launch after a minimum of 15 minutes of inactivity and a password that complies with following University password requirements:

(i) Minimum of eight (8) characters long.

(ii) Combination of letters, numbers and at least one special character (for example, +, @, #, or $).

(iii) Cannot contain Supplier or Supplier's employee's name, username, or any portion of these as your password.

(iv) Cannot reuse the same password within a year, and cannot reuse any of the previous six passwords.

(D) Have encryption such as BitLocker or File Vault enabled.

(E) Not sync University data to any cloud services such as Google Drive, iCloud, Dropbox, or other personal cloud storage services. Syncing to University cloud storage such as the University's Pitt OneDrive or SharePoint is permitted.

(F) Have remote wipe enabled if technically feasible.

k) Artificial Intelligence Use.

(i) Permitted AI Tools. Supplier may only use enterprise-grade artificial intelligence, machine learning, generative AI, or similar automated tools ("Permitted AI Tools") in connection with the performance of Services under this Agreement. Supplier shall not use any publicly available or consumer-facing AI Tools in performing Services for the University. Any Permitted AI Tool used by Supplier must be subject to an executed agreement between Supplier and the applicable AI provider that has been vetted by Supplier for security and privacy compliance prior to use. Supplier shall (a) pass through to the University any warranty right it receives from any third-party provider of Permitted AI Tools, to the extent such rights are assignable under the applicable agreement; and (b) will reasonably cooperate with the University in enforcing such rights, at the University's expense.

(ii) Compliance. Supplier shall ensure that all Permitted AI Tools used in connection with this Agreement are used in compliance with all then-current federal, state, and local laws and regulations, as applicable to their use in the services. The parties agree to periodically review the compliance obligations and mutually agree on necessary updates to ensure alignment with any new or updated laws and regulations that may come into effect. Where Services involve Protected Health Information or other sensitive, confidential, or otherwise protected data, Supplier shall ensure compliance with the HIPAA Security Rule and/or other relevant and applicable laws, rules, and regulations, and Supplier shall execute a Business Associate Agreement and/or any other documentation required by the University, as mutually agreed to by the parties, prior to using any Permitted AI Tool that may process such data.

(iii) Security Standards. All Permitted AI Tools used by Supplier in connection with this Agreement shall maintain administrative, technical, and physical safeguards no less rigorous than those required under NIST Special Publication 800-171 Revision 2 or higher and/or the NIST Cybersecurity Framework, as may be amended from time to time, or any successor laws, rules, or regulations replacing such NIST standards. Supplier shall ensure compliance with any additional security framework required by applicable law and/or University policy based on the nature of the data involved.

(iv) University Data Ownership and Use. As used in this Section, "University Data" means any documents, data, information, know-how, methodologies, or any other materials owned by or belonging to the University that is input into or processed by a Permitted AI Tool in connection with this Agreement. At all times during the Term and after the expiration or termination of this Agreement, the University retains all right, title, and interest in and to University Data, including all intellectual property rights therein. The University grants Supplier a nonexclusive, non-assignable license to use University Data in conjunction with Permitted AI Tools solely during the Term of this Agreement and solely for the purpose of providing the Services to the University under the terms of this Agreement. All outputs, analyses, reports, or other materials generated by a Permissible AI Tool in connection with the performance of Services under this Agreement shall be the sole property of the University. Supplier hereby assigns to the University all right, title, and interest in any such AI-generated materials to the extent they do not otherwise vest in the University by operation of law. Supplier shall not, and shall not allow its Permitted AI Tool provider(s) to decompile, disassemble, modify, adapt, alter, reverse engineer, or create derivative works from University Data. Supplier shall not use University Data to train, develop, or improve any Permitted AI Tool or model. Supplier shall ensure that University Data is appropriately segmented within any Permitted AI Tool and is not comingled with data belonging to other parties.

(A) Disclosure. Prior to performing Services under this Agreement, Supplier shall provide the University with a written list of all Permitted AI Tools, including applicable versions, used or anticipated to be used in connection with the Services. Supplier shall update such disclosure within ten (10) business days of any material change to the Permitted AI Tools used by Supplier.

(B) Accuracy and Liability. Supplier is responsible for verifying the accuracy and reliability of any AI-generated output before delivering it to the University or using it in the performance of Services. Supplier shall use reasonable efforts to correct any errors, inaccuracies, or biases in AI-generated outputs produced under this Agreement and shall take necessary actions to mitigate these impacts. Notwithstanding anything to the contrary in this Section (B), if the Agreement contains a limitation of liability clause, any liability arising under this Section shall be subject to that limitation of liability in this Agreement.

(C) Bias Monitoring. Supplier shall implement reasonable processes to monitor and mitigate potential issues related to fairness, accuracy, or any harmful elements in AI-generated outputs. Supplier shall promptly notify the University upon discovery of any AI-generated output that is, or it suspects to be, harmful or inaccurate and shall take prompt corrective action.

(D) Audit Rights. The University reserves the right, upon reasonable prior written notice, to audit Supplier's use of Permitted AI Tools in connection with this Agreement, including, to the extent not confidential: review of applicable agreements with AI providers; security practices; and data handling procedures. Supplier shall cooperate fully with any such audit.

(E) Incident Notification. Supplier shall notify the University in writing within forty-eight (48) hours of discovering any Data Breach involving a Permitted AI Tool that affects or that Supplier suspects will affect University Data. Such notification shall describe the nature of the incident, the Permitted AI Tool involved, the data affected, and the steps taken or planned to address the incident.

(v) All obligations set forth in this Section apply equally to any subcontractors or third parties engaged by Supplier in connection with the Services. Supplier shall take reasonable measures to ensure that subcontractors adhere to the obligations of this Agreement and shall collaborate with the University to address any significant acts or omissions by such parties with respect to Permitted AI Tool use.

15. Miscellaneous

a) Publicity/Use of Marks. Neither party shall (a) issue a press release or make any other public statement that references this Agreement, or (b) use the other party's names or trademarks for publicity or advertising purposes, except with the prior written consent of the other party which may be withheld in that party's sole discretion.

b) Survival of Terms. The terms of this Agreement which by their nature and for any reason are intended to survive and extend beyond the termination, cancellation or expiration of this Agreement, shall remain in effect and be binding upon the parties beyond such time. Such terms shall include without limitation those that confer rights based on prior breaches or performance.

c) Independent Contractor. The University and Supplier shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer or joint venture. Supplier shall not permit any of its officers, directors, agents, employees, representatives, supervisors, successors, assigns, employees, or sub-contractors to represent or hold out itself or themselves as agents, supervisors, servants, employees, or representatives of the University or as authorized to make any commitment to incur any obligation on behalf of the University.

d) Force Majeure. Neither party will be liable for any delay, failure in performance, or default under the terms and conditions of this Agreement or any losses relating thereto if the fulfillment of any terms or provisions of this Agreement is delayed or prevented by any cause which is beyond a party's reasonable control and without its fault or negligence. Such causes may include, but are not restricted to, acts of God or of a public enemy, acts of a

civil or military authority, war, terrorist acts, riots, insurrections, fires, floods, earthquakes, hurricanes, disasters, epidemics, pandemics, quarantine restrictions, government regulations or restrictions, curtailment of transportation facilities, labor strikes, freight embargoes or any other circumstances of like character. The party whose performance is delayed shall promptly notify the other party of such force majeure condition, work diligently to mitigate its effects and provide workarounds and fixes, and make best efforts to resume performance as soon as practicable.

e) Assignment/Delegation. Neither party may assign this Agreement nor assign any of its rights under this Agreement, except with the prior written consent of the other party. Neither party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section 15(e) is void.

f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of the University, and to such successors and assigns of Supplier as are permitted by the University to succeed to the Supplier's right upon and subject to the terms hereof.

g) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

i) Severability. If any provision or a portion of any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.

j) Entire Agreement. This Agreement, including any exhibits, attachments and documents referenced herein, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

k) Amendments. No change, modification, amendment, alteration or rescission of this Agreement shall be valid unless it is made in a written amendment signed by the parties.

l) Waiver. Failure on the part of any party, in any or more than one instance, to insist upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right or privilege contained within this Agreement, or the waiver by any party of any breach of any of the terms, covenants, or conditions of this Agreement shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect, the same as if no such forbearance of waiver had occurred.

m) Choice of Law. The laws of the Commonwealth of Pennsylvania, without giving effect to its choice of law provisions, shall govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance and enforcement. Any legal suit, action or proceeding arising out of or

relating to this Agreement shall be brought in the Court of Common Pleas of Allegheny County or in the United States District Court for the Western District of Pennsylvania. Each of the parties waives, to the fullest extent permitted by law, any objection which it may now or later have to the exclusive jurisdiction of or the laying of venue in the Court of Common Pleas of Allegheny County or the United States District Court for the Western District of Pennsylvania, including any objections based upon inconvenient forum. The parties agree that a final judgment in any such suit, action or proceeding may be enforced in other jurisdictions as provided by law.

n) Notices. All notices to be given hereunder shall be in writing, hand-delivered, or sent by certified mail or registered mail, postage pre-paid, return receipt requested, or by email and shall be effective upon receipt thereof. All such notices addressed to a party shall bear the address of the party set forth as follows:

To the University:	University of Pittsburgh CFO – Purchasing Services 3017 Cathedral of Learning 4200 Fifth Avenue Pittsburgh, PA 15260 Email: PPTcustomerservice@cfo.pitt.edu
with a copy to:	University of Pittsburgh Office of General Counsel 2400 Cathedral of Learning 4200 Fifth Avenue Pittsburgh, PA 15260 Email: SVCCLO@pitt.edu
To Supplier:	[Name of Company Address line 1 Address line 2 Attn: Name and Title or just title Email:]

If prior to sending such notice, the party sending the notice has received notice from the other party of a different address to which further notice should be sent, notice shall be sent to that address.

m) Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties, including by facsimile or PDF delivery. The signatures of all of the parties need not appear on the same counterpart.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Contracted Supplier Agreement has been duly executed by the parties hereto as of the day and year first written above.

UNIVERSITY OF PITTSBURGH – OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION

By:_____
Name: _____
Title: _____

SUPPLIER

[_____]

By:_____
Name: _____
Title: _____

Exhibit A – Statement of Work
Exhibit B-1 – Core List
Exhibit B-2 – Non-Core List
Exhibit C – Pricing and Incentives
Exhibit D – Contracted Supplier Scorecard

Exhibit A
Statement of Work

Capitalized terms used but not defined in this Statement of Work ("SOW") shall have the meaning ascribed to them in the Agreement.

Exhibit B-1
Core List

Exhibit B-2
Non-Core List

Exhibit C
Pricing and Incentives

1. **Core List.** The Core List set forth in Exhibit B-1 represents ___% of the total amount of all purchases by the University from the Supplier in any given twelve (12) month period. Core List Goods are subject to a discount (the "**Core List Discount**") that is the lesser of (i) the net prices/discounts listed for such Core List Goods or (ii) Punch Out offerings as of the Effective Date of this Agreement. All prices listed in the Core List are fixed through the first twelve (12) months of the term of this Agreement, subject only to additional discounts as may be available for any Core List Goods. The Supplier and University shall review the Core List on an annual basis to adjust the Core List Goods and the Core List Discount based on University's purchase patterns for the preceding twelve (12) months.

2. **Category Discounts.** The Non-Core List set forth in Exhibit B-2 includes all goods which are offered by Supplier to the University which are not included in the Core List. Each category of goods in the Non-Core List shall be subject to a fixed discount (the "**Fixed Category Discount**") from the Supplier's list prices as shown in Supplier's catalog. A Supplier may offer multiple Fixed Category Discounts. The Fixed Category Discount shall apply to all goods in the applicable category and remain unchanged through the term of this Agreement, subject only to additional discounts as may be available for any Non-Core List Goods. Supplier may revise prices on Non-Core List Goods on a mutually agreed upon periodic basis; provided that, the Supplier can provide documented evidence of changes in raw material costs or manufacturer price changes.

3. **Volume/Temporary Price Reduction**. Supplier shall aggressively pursue price reduction opportunities including but not limited to volume discount pricing opportunities. From time to time, Supplier and University shall mutually agree in writing on Goods that Supplier shall provide to the University at a price lower than that currently offered to the University (a "**Temporary Price Reduction**"). The parties will mutually agree in writing on the Temporary Price Reduction and the duration of the Temporary Price Reduction.

4. **Price Adjustments.** After the initial twelve (12) months of the Agreement, the pricing for the Goods shall be subject to increase (i) no more than once per year; (ii) with no less than 30 days notification; and (iii) effective on the 1st day of July of the applicable year.

5. **Competitive Pricing/Cost Savings.** Supplier agrees that it shall maintain competitive prices for the Goods and Services for the term of this Agreement and that such prices shall be comparable to those received by similar customers for like goods and services under comparable conditions. Supplier shall aggressively pursue cost savings opportunities including but not limited to passing through all discounts to the University.

6. **Additional Costs.** Any additional cost components beyond those outlined in this Agreement shall not be introduced during the term of this Agreement without the mutual agreement and written consent of both Supplier and the University.

7. **Pricing Compliance.** Supplier agrees that in no case shall the prices charged by Supplier to the University be unlawfully discriminatory or otherwise prohibited under any federal, state or local laws.

8. **Pricing for Extension Term(s).** At any time prior to the expiration of the Initial Term and provided that the University has elected to extend the Agreement in accordance with Section 2(b) of the Agreement, the University and the Supplier shall commence negotiations regarding pricing that shall be in effect on the first day of the Extension Term. In the event that the parties fail to agree to new pricing for the Extension Term or any subsequent Extension Term prior to the expiration of the then current Term, the University shall have the option to extend this Agreement and maintain the pricing then in effect.

9. **Taxes.** The University is exempt from the payment of State Sales and Use taxes on most transactions. The University shall establish the tax status on the purchase order or contract document. Tax exemption certificates will be provided to Suppliers who request such documentation. The University does not have, nor is it required to have, a tax exemption identification number.

Exhibit D
Contracted Supplier Scorecard

Criteria	Sub-Criteria	General Instructions: Please enter the Previous Year Score for each criteria in Column F. Calculate the Current Year Score by using the below instructions and the Scoring Criteria (Column D). Enter the Current Year Score for each criteria in Column E.	Scoring Criteria	Current Year Score	Previous Year Score	Net Change
I. Price Maximum Score 25	a. Core List / Catalog	1. Compare previous year pricing to current year pricing to determine the net increase or decrease 2. Calculate the % price reduction and assign points per the Scoring Criteria.	15 = 5% or >, 14 = 4%, 13 = 3%, 12 = 2%, 11 = 1%, 10 = 0%, 0 = Price Increase	0	0	0
	b. Non-core / Non-Catalog[1]	1. Compare previous year pricing to current year pricing to determine the net increase or decrease 2. Calculate the % price reduction and assign points per the Scoring Criteria.	10 = 5% or >, 9 = 4%, 8 = 3%, 7 = 2%, 6 = 1%, 5 = 0%, 0 = Price Increase	0	0	0
Price - Total Score				**0**	**0**	**0**
II. Service Maximum Score 15	a. Responsiveness.	1. Use data collected from internal surveys and supplier data to determine the total number of calls sent to the supplier. 2. Determine the % of calls responded to within 24 hours. 3. Assign points per Scoring Criteria.	5 = 98% or >, 4 = 95-97%, 3 = 92-94%, 2 = 90-91%, 0 = < 90%	0	0	0
	b. Timely resolution.	1. Use data collected from internal surveys and supplier data to determine the total number of issues raised with the supplier. 2. Determine the % of issues resolved in a timely manner. 3. Assign points per Scoring Criteria.	5 = 98% or >, 4 = 95-97%, 3 = 92-94%, 2 = 90-91%, 0 = < 90%	0	0	0
	c. Professionalism/Courtesy.	1. Use data collected from internal surveys. 2. Determine the number of incidents of professional/courteous responses and calculate the percentage vs. the number of overall incidents. 3. Assign points per Scoring Criteria.	5 = 100%, 4 = 99%, 3 = 98%, 2 = 97%, 1 = 96%, 0 = < 96%	0	0	0
Service - Total Score				**0**	**0**	**0**
III. Delivery Maximum Score 10	a. On-Time.	1. Determine contract requirements for delivery time or supplier specified goal. 2. Determine total number of orders from internal surveys and supplier data delivered within contract time frame. 3. Determine % of orders delivered within contract time frame. 4. Assign points per Scoring Criteria.	6 = 99% or >, 4 = 98%, 3 = 97%, 2 = 96%, 1 = 95%, 0 = < 95%	0	0	0
	b. Packaging, shipping and transportation.	1. Determine total number of orders with correct packaging, shipping and transportation from internal surveys and supplier data. 2. Assign score of 2 if no incorrect packaging, shipping and transportation, assign 0 if incorrect delivery recipients.	2 = 100%, 1 = 98-99%, 0 = < 98%	0	0	0
	c. Rush orders.	1. Supplier facilitated rushed orders as requested by University	2 = 100%, 0 = < 0%	0	0	0
Delivery - Total Score				**0**	**0**	**0**
IV. Quality Maximum Score 10	a. Returns.	1. Determine total number of orders from supplier data. 2. Determine number of orders returned due to supplier error from supplier data. If supplier does not have data, use data collected from internal surveys. 3. Calculate % of orders returned due to supplier error. 4. Assign points per Scoring Criteria.	0% = 2, 1%-3% = 1, >3% = 0	0	0	0
	b. Misfilled Orders.	1. Determine total number of orders from supplier data. 2. Determine number of misfilled orders from supplier data. If supplier does not have data, use data collected from internal surveys. 3. Calculate % of misfilled orders. 4. Assign points per Scoring Criteria.	0% = 2, 1%-3% = 1, >3% = 0	0	0	0
	c. Short shipments.	1. Determine total number of orders from supplier data. 2. Determine number of short shipments from supplier data. If supplier does not have data, use data collected from internal surveys. 3. Calculate % of short shipped orders. 4. Assign points per Scoring Criteria.	0% = 2, 1%-3% = 1, >3% = 0	0	0	0
	d. Damaged/Defective.	1. Determine total number of orders from supplier data. 2. Determine number of damaged/defective shipments from supplier data. If supplier does not have data, use data collected from internal surveys. 3. Calculate % of damaged/defective orders. 4. Assign points per Scoring Criteria.	0% = 2, 1%-3% = 1, >3% = 0	0	0	0
	e. Fill rate.	1. Determine total number of orders from supplier data. 2. Determine number of orders shipped complete. If supplier does not have data, use data collected from internal surveys. 3. Calculate order fill rate. 4. Assign points per Scoring Criteria.	2 = 96% or >, 1 = 95% - 93%, 0 = <93%	0	0	0
Quality - Total Score				**0**	**0**	**0**

Schedule B
FEDERAL FLOWDOWN CLAUSES
APPLICABLE TO PURCHASES FUNDED BY FEDERAL CONTRACT OR GRANT

If this Agreement involves funds from a Federal government contract or grant (or funds from a subcontract at any tier relating to a Federal government contract or grant), then the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this Agreement. The term "FAR" means the Federal Acquisition Regulations, including revisions in effect on the date of this Agreement. The term "DFAR" means the Department of Defense Supplement to the Federal Acquisition Regulations, including revisions in effect on the date of this Agreement. Any reference to a "Disputes" clause in any of the clauses listed below shall be deemed to refer to the "Disputes" clause contained in the Prime Contract. In no event shall such reference to a "Disputes" clause be construed to allow the Service Provider, without the concurrence or approval of the University, to prosecute and appeal either directly or in the name of the University to the Contracting Officer for such Prime Contract or grant. The full text of the clauses may be found at http://www.acquisition.gov/far/current/pdf/FAR.pdf.

The following provision applies if the order is using funds from the National Institutes of Health (NIH):

NIH Notice number NOT-OD-25-160 - Policy on Enhancing Security Measures for Human Biospecimens, prohibits the distribution or sharing of human biospecimens obtained from U.S. persons (citizens or permanent residents) under NIH funding with any country of concern under 28 CFR § 202.601 (Subpart F: Determination of Countries of Concern).

The following provisions of the Federal Acquisition Regulations apply regardless of the amount of the order:

FAR 52.211-15, Defense Priority and Allocation Requirements: applies in contracts that are rated orders

FAR 52.222-10, Compliance with Copeland Act Requirements; Copeland "Anti-kickback" Act – 18 U.S.C. 874 and 40 U.S.C. 3145: applies where the order is financed in whole or in part by loans or grants from the United States, and where the contractors and subcontractors are engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works

FAR 52.222-17, Nondisplacement of Qualified Workers: applies in all service contracts that succeed contracts for performance of the same or similar work at the same location and that are not exempted by 22.1203-2 or waived in accordance with 22.1203-3

FAR 52.223-3, Hazardous Material Identification and Material Safety Data: applies if the contract will require the delivery of hazardous materials

FAR 52.225-13, Restrictions on Certain Foreign Purchases: for use in all contracts, unless an exception applies

FAR 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement: applies in all solicitations and contracts that include the clause at 52.227-1, Authorization and Consent

FAR 52.227-11, Patent Rights – Ownership by the Contractor: applies unless an alternative patent rights clause is used in accordance with section 27.303(c), (d), or (e)

FAR 52.230-5, Cost Accounting Standards—Educational Institution: applies to negotiated contracts awarded to educational institutions, unless the contract is exempted, the contract is to be performed by an FFRDC or the provision at 48 CFR 9903.201-2(c)(6) applies

FAR 52.244-6, Subcontracts for Commercial Items: does not apply in contracts for commercial items

FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels: applies in contracts that may involve ocean transportation of supplies subject to the Cargo Preference Act of 1954, codified at 46 U.S.C.A. § 55305

DFAR 252.227-7013, Rights in Technical Data: applies to noncommercial technical data

DFAR 252.244-7000, Subcontracts for Commercial Items: applies to purchases of commercial items

DFAR 252.247–7023, Transportation of supplies by Sea: applies in all contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, except those for direct purchase of ocean transportation services

DFAR 252.247-7024, Notification of Transportation of Supplies by Sea: applies in all contracts, including contracts using FAR part 12 procedures for the acquisition of commercial items, for which the offeror made a negative response to the inquiry in the provision at 252.247-7022, Representation of Extent of Transportation by Sea

FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions

FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, reporting requirement does not apply where value of the contract or grant is below $100,000

FAR 52.222-26, Equal Opportunity

FAR 52.227-11, Patent Rights-Ownership by the Contractor
FAR 52.227-13, Patent Rights-Ownership by the Government
FAR 52.223-4, Recovered Material Certification
FAR 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items

The following provision of the Federal Acquisition Regulations applies if the amount of the order exceeds $2,000 and is for construction within the United States:

FAR 52.222-13, Compliance with Construction Wage Rate Requirements and Related Regulations
The following provision of the Federal Acquisition Regulations applies to service contracts if the amount of the order exceeds $2,500 and the contract is subject to the Service Contract Act, codified at 41 U.S.C. 351, et seq.:

FAR 52.222-41, Service Contract Labor Standards: applies unless either of the following are included in the solicitation – 1) FAR 52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements; 2) FAR 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements

The following provisions of the Federal Acquisition Regulations apply if a contract is contemplated that will include the clause at 52.222-26:

FAR 52.222-21, Prohibition of Segregated Facilities
FAR 52.222-22, Previous Contracts and Compliance Reports

The following provision of the Federal Acquisition Regulations applies if, during any 12-month period, including the 12 months preceding the award of this contract, the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000:

FAR 52.222-26, Equal Opportunity

The following provision applies if the amount of the order is in excess of $15,000:

29 U.S. Code § 793, "Employment under Federal Contracts"

The following provision of the Federal Acquisition Regulations applies if the contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed $15,000, and is subject to 41 U.S.C. Chapter 65:

FAR 52.222-20, Walsh-Healey Public Contracts Act

The following provision applies if, during any 12-month period, including the 12 months preceding the award of this contract, the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $20,000:

41 CFR § 60-741.5(a), Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Individuals with Disabilities: **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

The following provision of the Federal Acquisition Regulations applies if the amount of the order is in excess of $20,000:

FAR 52.222.36, Affirmative Action for Workers with Disabilities: does not apply where contract is performed totally outside of the U.S., or where Director of OFCCP or agency head has waived, in accordance with 22.1403(a) or 22.1403(b) all the terms of the clause

The following provision of the Federal Acquisition Regulations applies if the amount of the order is in excess of $25,000:

FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations: applies in solicitations and contracts for the provision, service, or sale of food in the U.S.

The following provision of the Federal Acquisition Regulations applies where the amount of the order exceeds $35,000:

FAR 52.209-6, Debarment and Suspension; Executive Orders 12549 and 12689: these also apply to grants

The following provisions of the Federal Acquisition Regulations apply if the amount of the order exceeds $100,000:

40 U.S.C. 327-333, "The Contract Work Hours and Safety Standards Act": applies to federal service contracts and federal and federally assisted construction contracts over $100,000

The following provisions apply if the amount of the order exceeds $150,000:

41 CFR §§ 60-300.5(a), Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Disabled Veterans, Recently Separated Veterans, Other Protected Veterans and Armed Forces Service Medal Veterans: **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

FAR 52.222-37, Employment Reports on Veterans: does not apply where work is performed outside of the U.S.

The following provisions of the Federal Acquisition Regulations apply if the amount of the order exceeds $200,000:

FAR 52.222-35, Equal Opportunity for Veterans

The following provisions of the Federal Acquisition Regulations apply if the amount of the order exceeds the simplified acquisition threshold, or $350,000:

FAR 52.203-6, Restrictions of Subcontractor Sales to the Government
FAR 52.203-7, Anti-Kickback Procedures: does not apply where contract is for the acquisition of commercial items
FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions
FAR 52.215-2, Audit and Records: applies if order was entered into by negotiation, but does not apply where order is for the acquisition of commercial items exempted under 15.403-1
FAR 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns: does not apply where personal services contract is contemplated or work will be performed entirely outside of the U.S.
FAR 52.222-4, Contract Work Hours and Safety Standards — Overtime Compensation: applies in noncommercial contracts when the contract may require or involve the employment of laborers or mechanics and when the contracts do not involve the transportation or transmission of intelligence
FAR 52.222-54, Employment Eligibility Verification: does not apply where work is performed entirely outside of the U.S. or is for a period of performance of less than 120 days; this provision is not applicable to COTS
FAR 52.223-6, Drug-Free Workplace: applies where contractors are not individual and if the contract is not for the acquisition of a commercial item/commercial items
FAR 52.225-8, Duty-Free Entry: applies in solicitations and contracts for supplies that may be imported into the United States and for which duty-free entry may be obtained, if the value of the acquisition exceeds the simplified acquisition threshold/$350,000; alternatively applies if the value of the acquisition does not exceed the simplified acquisition threshold/$350,000, but the savings from waiving the duty is anticipated to be more than the administrative cost of waiving the duty
FAR 52.227-1, Authorization and Consent: this is optional when using simplified acquisition procedures (see FAR 13.003(a)), and is prohibited when both complete performance and delivery are outside the U.S.
FAR 52.246-16, Responsibility for Supplies: applies in solicitations and contracts for supplies, services involving the furnishing of supplies, or research and development, when a fixed-price contract is contemplated; optional when value of the contract is below the simplified acquisition threshold/$350,000 and inclusion of the clause is authorized under agency procedures
FAR 52.249-8, Default (Fixed-Price Supply and Service): applies when a fixed-price contract is contemplated; optional below the acquisition threshold/$350,000

The following provision of the Federal Acquisition Regulations applies if the amount of the order is in excess of $900,000 (or, $2.0 million for construction of any public facility):

FAR 52.219-9, Small Business Subcontracting Plan (does not apply to small business concerns): applies in solicitations and contracts that offer sub-contracting possibilities and that are required to include the clause at 52.219-8, Utilization of Small Business Concerns

The following provisions of the Federal Acquisition Regulations apply if the amount of the order is in excess of $2,500,000:

FAR 52.215-10, Price Reduction for Defective Cost or Pricing Data – Modifications: applies when contracting by negotiation, in solicitations or contracts where it is contemplated that certified cost or pricing data will be required from the contractor or any sub-contractor; the threshold for obtaining certified cost or pricing data is $2,500,000

FAR 52.215-12, Subcontractor Cost or Pricing Data: applies in solicitations and contracts where FAR 52.215-10 applies

FAR 52.215-13, Subcontractor Cost or Pricing Data – Modifications: applies when contracting by negotiation, in solicitations and contracts where it is contemplated that certified cost or pricing data will be required from the contractor or any sub-contractor, and FAR 52.215-11 has been included but FAR 25.215-10 has not been included

The following provision of the Federal Acquisition Regulations applies if the amount of the order is expected to exceed $7,500,000 and the performance period is 120 days or more:

FAR 52.203-13, Contractor Code of Business Ethics and Conduct