

UNIVERSITY OF VERMONT PURCHASE ORDER TERMS AND CONDITIONS

1. GENERAL This purchase order and any continuation pages constitute the University of Vermont's (UVM or the Buyer) offer to Seller and will become a binding contract upon Seller's written acceptance or commencement of performance. This purchase order may be revised or supplemented only by writing signed by Buyer's authorized representative.
2. QUANTITY Buyer will not be liable for and may reject excess goods or services beyond those ordered.
3. PRICE PAYMENT This purchase order must not be filled at higher prices than last quoted or charged without notice. If no price is stated on this order, Seller agrees to invoice at the lowest prevailing market price. Seller reduces its price of goods supplied or services furnished of the same quantity, grade and quality. Seller agrees to give Buyer the benefit of that reduction. Payment terms are Net

Workers Compensation and Employers Liability Insurance: Seller, with employees, standard workers compensation as required by Vermont State statute and employers liability insurance in an amount not less than \$100,000,000 per annual aggregate. Sole proprietors may be required to carry workers compensation if the nature of their work is inherently with such determination to be made by Risk Management & Safety.

Automobile Liability: If Seller will drive on UVM's premises or utilize a vehicle in the course of business, Automobile in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired, and vehicle coverage.

The following insurance is required as applicable:

Crime: with a third party endorsement to protect the University of Vermont in an amount not less than \$250,000 per claim

Cyber Risk Liability: in an amount not less than \$5,000,000 per occurrence.

Professional Liability: in an amount not less than \$1,000,000 per claim.

Liquor Liability: in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage.

Seller shall name UVM as additional insured on its liability policies and should any of the described policies be cancelled expiration date thereof, notice will be delivered in accordance with the policy provisions. UVM does not need to be named insured on the Seller's workers compensation policy. A copy of the Certificate of Insurance verifying the above should be submitted to UVM's Purchasing Services Office 20 days prior to selling or distributing products and services at UVM. Any coverages on a claims made basis should be designated as such on the certificate. Failure to take the Seller and/or maintain any required insurance shall not relieve the Seller from any liability, nor shall the insurance requirements be construed to or otherwise limit the obligation of the Seller concerning indemnification. Policies shall be considered primary insurance and exclusive of any insurance carried by UVM. Questions concerning these insurance requirements may be directed to Management & Safety at (802) 650-4242.

15 LICENSURE

FLOW-DOWN CLAUSES APPLICABLE TO PURCHASE ORDERS INVOLVING FUNDS FROM FEDERAL GRANT

If this purchase involves the use of funds from a Federal government grant or cooperative agreement or funds from a subcontract relating to a Federal government grant or cooperative agreement then the following clauses from the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Appendix II are incorporated into and form a

9. Debarment and Suspension (E.O.s 12549 and 12689). Seller represents and warrants that it is not listed on the government Parties List System in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR Part 180 through E.O.s 12549 and 12689, Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

Seller must comply with 2 CFR Part 180, Subpart C and must include a requirement to comply with this regulation in any lower tier transaction it enters into.

Seller shall have an ongoing duty during the term of this Agreement to disclose to the University of Vermont and College of Agriculture and Forestry any changes to its status on the SAM system.

