

**FLORIDA ATLANTIC UNIVERSITY
FEDERALLY FUNDED PROJECTS ADDENDUM**

This **FEDERALLY FUNDED PROJECTS ADDENDUM** (the “Addendum”) is intended to modify all solicitations, contracts, and/or purchase orders (collectively, “Contract(s)”) offered, issued, made, agreed, or entered into by The Florida Atlantic University Board of Trustees or the Florida Atlantic University Foundation (collectively, “FAU” or “University”), which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee. Accordingly, FAU and Supplier hereby agree to incorporate this Addendum into the Contract, and thereby agree to the following terms and conditions.

I. GENERAL TERMS:

- A. Equal Employment Opportunity** – Supplier shall comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Supplier agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, **Supplier shall abide by the requirements of 41 CFR § 60-741.5, prohibiting discrimination against qualified individuals on the basis of disability, and 41 CFR § 60-300.5(a), prohibiting discrimination against qualified protected veterans.**
- B. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR §200.216)** – Supplier certifies, represents and warrants that no part of the equipment, services, or systems provided to the University hereunder uses or consists of covered telecommunications equipment or services (as defined by 2 CFR §200.216) as a substantial or essential component of any equipment, service or system provided, or as a critical technology as part of any system provided. Supplier will include a requirement not to use such “covered telecommunications equipment or services” in any subcontracts for the provision of “covered telecommunications equipment or services” let under the Contract.
- C. Rights to Inventions Made Under a Contract or Agreement** – If the Contract includes the performance of experimental, developmental, or research work, Supplier shall provide for the rights of the Federal Government and the University in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- D. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – If the Contract amount exceeds \$150,000, Supplier shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier shall report each violation to FAU, and understands that FAU will, in turn, report each violation as required to The Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office. Supplier shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.
- E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the Contract amount is for \$100,000 or more, Supplier (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Supplier (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Debarment and Suspension (E.O.s 12549 and 12689)** – Supplier represents and warrants that Supplier (or any other person or entity affiliated with Supplier and for whom the standing under these laws is imputed to Supplier) is not listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non- procurement Programs in accordance with 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. If the Contract amount exceeds the small purchase threshold (currently, \$100,000), the Supplier shall provide the University with the required certification regarding its exclusion status and that of its principal employees.
- G. Records Access** – (Applies to all Contracts in excess of \$100,000). University, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Supplier which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- H. Energy Policy and Conservation** – Supplier will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- I. Procurement of Recovered Materials** – In the performance of the contract, Supplier shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1)

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Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price. Supplier will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

- J. Waste Disposal Act** – Supplier shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- K. Federal Water Pollution Control Act** - (Applies to all Contracts in excess of \$150,000). Supplier agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Supplier agrees to report each violation to FAU and understands and agrees that FAU, in turn, shall report each violation as required to assure notification to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office. Supplier agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- L. Domestic Preferences for Procurements** - As appropriate and to the extent consistent with law, FAU, to the greatest extent practicable under a Federal award, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- M. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms** - Supplier agrees to comply with the provisions of 2 C.F.R. Section 200.321 by taking all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- N. No Obligation by Federal Government** - The Federal Government is not a party to the Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Supplier, or any other party pertaining to any matter resulting from the Agreement.
- O. Program Fraud and False or Fraudulent Statements or Related Acts** - Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to the Agreement.
- P. Simplified Acquisition Threshold.** Simplified Acquisition Procedures shall be used to the maximum extent practicable for all purchase of supplies or services not exceeding the simplified acquisition threshold. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- Q. ANY PROVISION REQUIRED TO BE IN THE CONTRACT, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, THOSE OUTLINED UNDER APPENDIX II TO THE UNIFORM RULES (CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS) UNDER 2 C.F.R. § 200.326 AND 2 C.F.R. PART 200 WHICH ARE NOT OUTLINED IN THIS ADDENDUM ARE HEREIN INCLUDED BY THIS REFERENCE.**
- R. IN THE EVENT OF SUPPLIER'S NONCOMPLIANCE WITH THIS ADDENDUM OR WITH ANY OF THE APPLICABLE RULES, REGULATIONS, OR ORDERS, THE CONTRACT MAY BE CANCELED, TERMINATED, OR SUSPENDED BY FAU IN WHOLE OR IN PART, WITH NO FURTHER LIABILITY. ADDITIONALLY, UPON GIVING AT LEAST THIRTY (30) DAYS' WRITTEN NOTICE TO SUPPLIER, FAU MAY TERMINATE THE AGREEMENT, AT ANY TIME, FOR ANY REASON, WITH NO FURTHER OBLIGATION TO SUPPLIER, OTHER THAN TO PAY FOR ANY GOODS RECEIVED OR SERVICES RENDERED IN COMPLIANCE WITH THE CONTRACT PRIOR TO THE EFFECTIVE DATE OF TERMINATION. FAU SHALL NOT BE LIABLE FOR ANY EARLY TERMINATION CHARGES.**

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II. CONSTRUCTION AND/OR REPAIR:

In addition to the above provisions, the following provisions shall apply in relation to Contracts for construction or repair:

- A. Copeland "Anti-Kickback" Act** – (Applies to all Contracts in excess of \$2000 for construction or repair). Supplier shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Supplier is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Supplier shall include language as to this obligation in any subcontracts. A breach of this may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- B. Davis-Bacon Act, as amended (projects in excess of \$2,000.00)** – If required by the Federal program legislation, Supplier covenants and agrees that all laborers and mechanics employed by Supplier and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Supplier is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Supplier is required to pay wages not less than once a week.
- C. Contract Work Hours and Safety Standards Act** – (Applies to all Contracts in excess of \$100,000 that involve the employment of mechanics or laborers). Supplier shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Supplier shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Supplier shall include language as to this obligation in any subcontracts, and ensure that its subcontractors include in any lower tier subcontracts.

III. DISASTER AND EMERGENCY SERVICES:

In addition to the above provisions, the following provisions shall apply in relation to all Contracts for disaster and emergency services:

- A. Access to Records.**
 - 1) Supplier agrees to provide FAU and as applicable the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - 2) Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 3) Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - 4) In compliance with the Disaster Recovery Act of 2018, FAU and the Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- B. Changes.** Any changes to the method, price, schedule of the work shall be mutually agreed to by the parties in writing.
- C. DHS Seal, Logo and Flags.** Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."
- D. Compliance with Federal Law, Regulations and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Supplier will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."
- E. No obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."
- F. Program Fraud and False or Fraudulent Statements or Related Acts.** Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."