

**UNIVERSITY OF WEST FLORIDA
FEDERAL FUNDING ADDENDUM**

All contracts or purchase orders made or entered into by the University of West Florida Board of Trustees (“UWF”) which are paid in whole or in part with funds from the United States federal government pursuant to a grant, contract, loan, insurance, or guarantee, shall contain the terms of 2 CFR Part 200, including, but not limited to the contract provisions of Appendix II to Part 200, as they may be amended. UWF and the contracting party, whether referred to in the contract as Contractor, Vendor, Subcontractor, Recipient, Payee, or another descriptor (hereinafter in this Addendum referred to as “Contractor”) agree to incorporate 2 CFR Part 200 terms and this federal funding addendum (collectively referred to as the “Federal Funding Addendum”) into the contract between UWF and Contractor. Acceptance of payment from UWF or of a UWF purchase order noting use of federal funds confirms Contractor’s acknowledgement and agreement with the terms of this Federal Funding Addendum, and a signature on this Federal Funding Addendum is not required.

ALL CONTRACTS AND PURCHASE ORDERS

- A. Equal Employment Opportunity.** Contractors shall comply with EO 11246, “Equal Employment Opportunity,” as amended by EO 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,” as amended. In addition, Contractor shall abide by the requirements of 41 CFR §§60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action programs, contract clauses, and posting requirements. **These regulations prohibit discrimination against individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or protected veteran status or disability. Moreover, these regulations require affirmative action by covered prime contractors and subcontractors to take affirmative actions to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**
- B. Rights to Inventions Made Under a Contract or Agreement.** If performance is for experimental, developmental, or research work, Contractor shall provide for the rights of the Federal Government and UWF 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.
- C. Clean Air Act and the Federal Water Pollution Control Act.** If the amount exceeds \$100,000, Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- D. Byrd Anti-Lobbying Amendment.** If the amount exceeds \$100,000, Contractor and any required 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, office 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 USC 1352. Contractor and any required sub-contractors shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- E. Debarment and Suspension.** Contractor represents and warrants that neither Contractor nor any other person or entity affiliated with Contractor and for whom standing under these laws is imputed to is listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with EO 12549 or EO 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 EO 12549. If the amount exceeds the small purchase threshold (currently, \$100,000), the Contractor shall provide the University with the required certification regarding its exclusion status and that of its principal employees.
- F. Records Access.** UWF, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, documents, papers, and records of the Contractor that are directly pertinent to use of federal funds for the purpose of making audits, examinations, excerpts, and transcripts.
- G. Energy Policy and Conservation.** Contractor will comply with the Energy Policy and Conservation Act (PL 94-163; 42 USC 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- H. Procurement of Recovered Materials and the Solid Waste Disposal Act.** Contractor 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. 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.

- I. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment.** Contractor and subrecipients of Contractor are prohibited from using federal funds to procure or obtain equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (2 CFR 200.216).
- J. Appropriation.** (In accordance with 2 CFR App. II to Pt. 200, this provision applies to contracts in excess of \$10,000.) The performance of UWF of any of its obligations under a contract utilizing federal or state funds shall be subject to and contingent upon the availability of funds appropriated by federal or state government or otherwise lawfully expendable for the purpose of the contract for the current and future periods. UWF shall provide notice to the Contractor of the non-availability of such funds and the intent to terminate the contract when UWF has such knowledge. Upon receipt of such notice by Contractor, Contractor shall be entitled to payment only for those services performed prior to the date notice is received or for items procured pursuant to the contract prior to date of notice and that cannot be cancelled. The determination of whether funds are available shall be made in the sole discretion of UWF.
- K. Termination.** (In accordance with 2 CFR App. II to Pt. 200, this provision applies to contracts in excess of \$10,000.) Unless otherwise negotiated in a written agreement signed by both parties, UWF shall have the right to terminate a contract for convenience with 30 days written notice. UWF shall have the right to terminate a contract for cause immediately. Upon receipt of such notice by Contractor, Contractor shall be entitled to payment only for those services performed prior to the date notice is received or effective.

ADDITIONAL PROVISIONS – ONLY FOR CONSTRUCTION OR REPAIR CONTRACTS AND PURCHASE ORDERS

In addition to the above provisions, the following provisions shall apply in relation to all contracts and purchase orders for construction or repair:

- L. Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable when using federal funds, provide 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 for this award. (2 CFR 200.322).
- M. Copeland “Anti-Kickback” Act.** If the amount is more than \$2,000 for construction or repair, Contractor shall comply with the Copeland “Anti-Kickback” Act (18 USC 874), 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”). Contractor is prohibited from inducing by any means any person employed in the construction, completion, or repair of any public building or public work to give up any part of the compensation to which the person is otherwise entitled.
- N. Davis-Bacon Act.** If over \$2,000, and as required by the Federal program legislation, Contractor covenants and agrees that all laborers and mechanics employed by Contractor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 USC 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”). This Act requires Contractor 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, Contractor is required to pay wages not less than once a week.
- O. Contract Work Hours and Safety Standards Act.** If the amount is over \$2,000 for construction projects, or in excess of \$2,500 for other agreements, that involve the employment of mechanics or laborers, Contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, Contractor 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 1.5 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.

IN THE EVENT OF CONTRACTOR’S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF ANY UWF AGREEMENT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE AGREEMENT OR PURCHASE ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY UWF IN WHOLE OR IN PART.