

UNIVERSITY OF NORTH FLORIDA
GENERAL TERMS FOR FEDERALLY FUNDED PROJECTS
(Coronavirus State Fiscal Recovery Funds)

GENERAL TERMS:

- A. Equal Employment Opportunity** Contractor 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." Contractor 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, **Contractor shall abide by the requirements of 41 CFR § 60-741.5. 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. Contractor 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.**
- B. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR §200.216)** Contractor 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.
- C. Rights to Inventions Made Under a Contract or Agreement** If the purchase order includes the performance of experimental, developmental, or research work, Contractor 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 Organs of the Federal Government," and 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Individuals," and 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Individuals."

(currently, \$100,000), the Contractor shall provide the University with the required certification regarding its exclusion status and that of its principal employees.

- G. Records Access** (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 Contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- H. Energy Policy and Conservation** Contractor 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, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price. 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.
- J. Waste Disposal Act** Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and

- 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, contractor, or any other party pertaining to any matter resulting from the Agreement.
- O. 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

CONSTRUCTION AND/OR REPAIRS

- C. **DHS Seal, Logo and Flags.** Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-
- 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. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and direc
- 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
- 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

ANY PROVISION REQUIRED TO BE IN THE CONTRACT 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 ABOVE ARE HEREIN INCLUDED IN THIS ADDENDUM BY THIS REFERNECE.

IN THE EVENT OF CONTRACTOR NONCOMPLIANCE WITH THE CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY UNF IN WHOLE OR IN PART.