**Addendum No. [INSERT]**

**EASTERN WASHINGTON UNIVERSITY**

**Special Terms and Conditions for Federal Contract Funded Purchases**

Whereas the contract entered into with Contractor/Vendor/Consultant (Contractor) is in furtherance of the performance of work required by Eastern Washington University (EWU) in a contract with the United States of America, Contractor is subject to the following terms and conditions in addition to any other terms and conditions required by EWU. These terms and conditions are intended to comply with and should be interpreted in accordance with the Office of Management and Budget (OMB)’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (“Uniform Guidance”) and the Federal Acquisition Regulations (FAR).

By accepting this order/contract, Contractor agrees to furnish the materials, supplies, or services covered by this order in accordance with the terms of the order, the general terms and conditions, and these special terms and conditions. The applicable contract provisions contained in Appendix II to 2 CFR Part 200 and the FAR, as well as any statutory or regulation obligations referenced below, are incorporated by reference into this order/contract and will have the same force and effect as if they were given in full text. The complete text of each FAR clause is available and will be provided upon request, or may be accessed at [www.acquisition.gov/far](http://www.acquisition.gov/far). The FAR provisions in effect at the time of this order/contract, which are indicated below in parentheticals, govern.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as “Contractor”) shall comply with the following provisions, as applicable:

**Section One: Contract Specific Requirements** [*Note: in this section, include any provisions explicitly required by the terms of the federal contract that is funding a portion of the purchase. For example, these six provisions are required by the current contract with the Federal Highway Administration. They would not need to be included in all contracts, but there may be other terms required by other federal agencies*.]

Compliance with Title VI Regulations: The Contractor will comply with Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin), 49 CFR Part 21, and 28 CFR section 50.3, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in discrimination prohibited by Title VI, 49 CFR Part 21, and 28 CFR section 50.3, including employment practices when the contract covers any activity, project, or program set forth in Appendix B to 49 CFR Part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the acts and regulations relative to non-discrimination on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by Title VI, 49 CFR Part 21, and 28 CFR section 50.3, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by EWU or the relevant federal agency to be pertinent to ascertain compliance with such acts, regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to EWU or the relevant federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, EWU will impose such contract sanctions as it or the relevant federal agency may determine to be appropriate, including, but not limited to:

a. withholding payments to the Contractor under the contract until the contractor complies; and/or

b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include all of the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by Title VI and the corresponding regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as EWU or the relevant federal agency may direct as means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request EWU to enter into any litigation to protect the interests of EWU. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Section Two: General Federal Contract Requirements**  [*Include these provisions in any contract that is paid in part by funds received for by a federal contract or that is executed in order for EWU to perform the tasks required by a federal contract*].

The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of this order/contract:

FAR 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act (if applicable) (June 2010)

FAR 52.222-21, Prohibition of Segregated Facilities (April 2015)

FAR 52.222-26, Equal Opportunity (April 2015)

FAR 52.222-50, Combating Trafficking in Persons (March 2015)

FAR 52.223-7, Notice of Radioactive Materials (January 1997)

FAR 52.224-2, Privacy Act (April 1984)

FAR 52.225-13, Restrictions on Certain Foreign Purchases (June 2008)

FAR 52.227-9, Refund of Royalties (April 1984) (if price of royalties in the agreement exceeds $250)

FAR 52.227-11, Patent Rights- Ownership by the Contractor (December 2007) or FAR Subpart 27.3 (depending on applicability)

FAR 52.227-13, Patent Rights- Ownership by the Government (December 2007)

FAR 52.227-14, Rights in Data- General (May 2014)

FAR 52.227-16, Additional Data Requirements (June 1987)

FAR 52.227-17, Rights in Data- Special Works (December 2007)

FAR 52.227-18, Rights in Data- Existing Works (December 2007)

FAR 42.227-19, Commercial Computer Software License (December 2007)

FAR 52.230-5, Cost Accounting Standards- Educational Institution (October 2015) (unless exempt under 48 CFR § 9903.201-1 or 201-2)

FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (December 2013) (if contract involves a small business concern)

FAR 52.245-1, Government Property (April 2012) (if federal government property is involved)

FAR 52.245-2, Government Property Installation Operation Services (April 2012) (if federal government property is involved)

Hatch Act, 31 USC § 1352: None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity of any kind or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies. Contractor shall at all times comply with 31 U.S.C. § 1352.

22 CFR Part 120, International Traffic in Arms- Contractor shall comply with all requirements of the Arms Export Control Act, 22 USC 2571 et seq., and the International Traffic in Arms regulations, 22 CFR 120 et seq.

Nondiscrimination (general):Contractor agrees to comply at all times with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment, opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. Contractor shall not discriminate against any employee, applicant for employment, or against any EWU student on the basis of race, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, status as a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (collectively referred to as “protected veterans”) or the presence of any sensory, mental, or physical disability. In the event of Contractor’s noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with EWU. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

Procurement of Recovered Materials (Solid Waste Disposal Act; resource Conservation and Recovery Act): Contractor must 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 during 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.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401), If the award EWU received from the United States of America meets the definition of “funding agreement” under 37 CFR § 401.2(a) and this contract is a substitution of parties, assignment, or performance of experimental, development or research work, Contractor must comply with the requirements of 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.

Subcontracting: If the Agreement between EWU and Contractor allows Contractor to subcontract any services, then Contractor will be responsible for ensuring its written agreements with such subcontractors contain all requirements of this Agreement and that its subcontractors comply with such requirements.

The following provisions of the FAR apply to construction contracts exceeding $2,000:

FAR 52.222-6, Construction Wage Rate Requirements

FAR 52.222-7, Withholding of Funds

FAR 52.222-8, Payrolls and Basic Records

FAR 52.222-9, Apprentices and Trainees

FAR 52.222-10, Compliance with Copeland Act Requirements

FAR 52.222-11, Subcontracts (Labor Standards)

FAR 52.222-12, Contract Termination- Debarment

FAR 52.222-13, Compliance with Construction Wage Rate Requirements and Related Regulations

FAR 52.222-14, Disputes Concerning Labor Standards

FAR 52.222-15, Certification of Eligibility

FAR 52.222-16, Approval of Wage Rates

FAR 52.222-30, Construction Wage Rate Requirements- Price Adjustment (None or Separately Specified Pricing Method) or FAR 52.222-31, Construction Wage Rate Requirements- Price Adjustment (Percentage Method)

FAR 52.222-55, Minimum Wage Under Executive Order 13658

The following provisions of the FAR apply if the amount of this order/contract exceeds $2,500:

FAR 52.222-41, Service Contract Labor Standards (May 2014) (for furnishing of services), unless FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Requirements, or FAR 52.222-53, exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services- Requirements, applies

FAR 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (for furnishing of services)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

Employee Class Monetary Wage-Fringe Benefits

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FAR 52.222-55, Minimum Wages Under Executive Order 13658 (December 2015)

The following provisions of the FAR apply if the amount of this order/contract exceeds $3,000:

FAR 52.22-3, Convict Labor (June 2003)

FAR 52.222-19, Child Labor- Cooperation with Authorities and Remedies (February 2016)

FAR 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (August 2011)

The following provisions of the FAR also apply if the amount of this order/contract exceeds $10,000:

FAR 52.222-27, Affirmative Action Compliance Requirements for Construction

The following provisions of the FAR also apply if the amount of this order/contract exceeds $15,000 and is for supplies and services (including construction):

FAR 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

The following provisions of the FAR also apply if the amount of this order/contract exceeds $25,000:

FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014)

The following provisions of the FAR also apply if the amount of this order/contract exceeds $35,000:

FAR 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (October 2015)

The following provision also applies if the amount of this order/contract exceeds $100,000:

Contractor will comply with all certification and disclosure requirements under the Byrd Anti-Lobbying Amendment, 31 USC 1352.

The following provisions of the FAR and United States Code (USC) also apply if the amount of this order/contract exceeds $150,000:

FAR 52.203-6, Restrictions on Subcontractor Sales to the Government (September 2006); if this contract is for a commercial item, Contractor shall comply with FAR 52.203-6, Alternate I

FAR 52.203-7, Anti-Kickback Procedures (May 2014)

FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (September 2007)

FAR 52.203-12, Limitations to Influence Certain Federal Transactions (October 2010)

FAR 52.215-2, Examination of Records by Comptroller General, and clause Alternate II

FAR 52.215-14, Integrity of Unit Prices (October 2010)

FAR 52.219-8, Utilization of Small Business Concerns (October 2014) (unless contract is for personal services)

FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (December 2013)

FAR 52.222-2, Payment for Overtime Premiums (July 1990) (if contract is a cost-reimbursement contract)

FAR 52.222-4, Contract Work Hours and Safety Standards- Overtime Compensation (May 2014)

FAR 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards- Price Adjustment (Multiple Year and Option Contracts) or 52.222-44, Fair Labor Standards Act and Service Contract labor Standards- Price Adjustment (May 2014) (if contract is for furnishing of services)

FAR 52.222-17, Nondisplacement of Qualified Workers (May 2014) (if contract is for furnishing of services)

FAR 52.222-35, Equal Opportunity for Veterans (October 2015)

(a) Definitions. As used in this clause –

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

FAR 52.222-37, Employment Reports on Veterans (February 2016)

FAR 52.222-38, Compliance with Veterans’ Employment Reporting Requirements (February 2016) (if contract is not for commercial items)

FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (December 2010)

FAR 52.222-54, Employment Eligibility Verification (unless work is exempt under federal regulations, such as if it will be performed in less than 120 days)

FAR 52.227-1, Authorization and Consent (December 2007)

FAR 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement (December 2007)

FAR 52.236-13, Accident Prevention (November 1991)

FAR 52.246-1, Contractor Inspection requirements (April 1984)

FAR 52.246-2, Inspection of Supplies- Fixed Price (August 1996)

FAR 52.246-3, Inspection of Supplies- Cost- Reimbursement (May 2001)

FAR 52.246-4, Inspection of Services- Fixed Price (August 1996)

FAR 52.246-5, Inspection of Services- Cost-Reimbursement (April 1984)

FAR 52.246-6, Inspection- Time-and-Material and Labor-Hour (May 2001)

FAR 52.246-7, inspection of Research and Development- Fixed-Price (August 1996)

FAR 52.246-8, Inspection of Research and Development- Cost-Reimbursement (May 2001)

FAR 52.247-63, Preference for U.S.- Flag Air Carriers (June 2003)

FAR 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (February 2006)

FAR 52.248-1, Value Engineering (October 2010)

FAR 52.248-3, Value Engineering- Construction (October 2015)

Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC §§ 1251-1387)

The following provisions of the FAR also apply if the amount of this order/contract exceeds $700,000:

FAR 52.215-12, Subcontractor Cost or Pricing Data (October 2010)

FAR 52.215-13, Subcontractor Cost or Pricing Data- Modifications (October 2010)

FAR 52.219-9, Small Business Contracting Plan (October 2015)

FAR 52.219-16, Liquidated Damages- Subcontracting Plan (January 1999)

The following provisions of the FAR also apply if the amount of this order/contract exceeds $750,000:

FAR 52.230-2, Cost Accounting Standards (October 2015)

FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices (October 2015)

FAR 52.230-6, Administration of Cost Accounting Standards (July 2010)

The following provisions of the FAR also apply if the amount of this order/contract exceeds $5.5 million and has a performance period of more than 120 days:

FAR 52.203-13, Contractor Code of Business Ethics and Conduct (October 2015). Under this provision, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to EWU’s Contracting Officer

FAR 52.203-14, Display of Hotline Poster(s) (October 2015)

Termination: for contracts of any amount, in the event the underlying contract between EWU and Contractor does not already identify the basis and procedures for termination, the following applies:

A. For Cause: (i) In the event EWU determines that Contractor has failed to comply with the conditions of this Contract, is in material breach, or fails to fulfill in a timely and/or proper manner its obligations under this Contract, EWU has the right to suspend or terminate this contract, in part or in whole. Before suspending or terminating the Contract, EWU shall notify Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by EWU, or if such corrective action is deemed by EWU to be insufficient, the Contract may be terminated or suspended. EWU reserves the right to suspend all or part of the contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by Contractor or a decision by EWU to terminate the contract. Once Contractor receives notice that this Contract has been suspended or terminated, Contractor shall perform no further services for EWU.

(ii) In the event of termination or suspension for cause, Contractor will be entitled to receive compensation for satisfactory work completed prior to the effective date of such termination/suspension. Such compensation shall be based on the value of such work to EWU.

(iii) In the event of termination, EWU shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this contract on the open market. In addition, Contractor shall be liable for all damages authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The rights and remedies of EWU provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

B. For Convenience: Except as otherwise provided in this Contract, EWU may, by 60 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. Once Contractor receives notice that this Contract has been terminated for convenience, Contractor shall perform no further services for EWU. Contractor will be entitled to receive compensation for satisfactory work completed prior to the effective date of such termination. Such compensation shall be based on the value of such work to EWU.

C. Termination Procedures: Upon termination of this contract, EWU, in addition to any other rights provided in this contract, may require Contractor to deliver to EWU any property specifically produced or acquired for the performance of such part of this contract as has been terminated. EWU shall pay to Contractor the agreed upon price, if separately stated, for completed work and services accepted by EWU. EWU may withhold from any amounts due Contractor such sum as EWU determines to be necessary to protect EWU against potential loss or liability. After receipt of a notice of termination, and except as otherwise directed by EWU, Contractor shall:(i) Stop work under the contract on the date, and to the extent specified, in the notice; (ii) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated; (iii) Assign to EWU, in the manner, at the times, and to the extent directed by EWU’s agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case EWU has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (iv) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of EWU’s agent to the extent agent may require, which approval or ratification shall be final for all the purposes of this clause; (v) Transfer title to EWU and deliver in the manner, at the times, and to the extent directed by EWU’s agent any property which, if the Contract had been completed, would have been required to be furnished to EWU; (vi) Complete performance of such part of the work as shall not have been terminated by EWU; and, (vii) Take such action as may be necessary, or as EWU’s agent may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which EWU has or may acquire an interest.

The rights and remedies of EWU provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Breach of Contract: EWU reserves all administrative, contractual, and legal remedies against the Contractor who breaches any of the contract terms, including these additional terms and conditions.

Conformance:If any provision of this contract violates any state or federal law or regulation, it is considered modified to conform to that law or regulation.