

## ADDENDUM

1. **Clean Air Act & Federal Water Pollution Control Act (42 USC §§ 7401-7671q; 33 USC §§ 1251-1387):** If contract exceeds \$150,000, Contractor is required to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC §§ 1251-1387). Alabama State University is required to report any violations of these acts to the federal government.
2. **Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708):** If the contract exceeds \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. sections 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each 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 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.
3. **Debarment/Exclusion (Close the Contractor Fraud Loophole Act, 41 USC § 251; FAR 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment :** Contract affirms that neither Contractor nor any of its principals or subcontractor, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency.

If at any time, Contractor is not in compliance with the Special Conditions section of this contract; Alabama State University will consider this contract void ad initio and will deliver written notice to the Contractor. Any funds Alabama State University has paid the Contractor for work performed before the Contractor received notice that the contract is void ab initio will be immediately repaid or Alabama State University may commence an action for recovery against the said Contractor.

4. **Right to Inventions made Under a Contract or Agreement (37 CFR Part 401):** If the award 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.

5. **Lobbying (Byrd Anti-Lobbying Amendment, 31 USC 1352):** If the cost of this contract exceeds \$100,000, Contractor will comply with all certification and disclosure requirements under the Byrd Anti-Lobbying Amendment, 31 USC 1352.
6. **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; 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.
7. **Davis Bacon Act:** Contractor affirms that it shall comply with all provisions of the Davis Bacon (prevailing wage) Act if applicable. Contract agrees to comply with the provisions of the Davis Bacon Act whether the contract as awarded is solely or partially funded with federal funds AND whether the contract is amended subsequent to award to include federal funding.

**CONTRACTOR/VENDOR**

**ASU CUSTOMER**

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_