

WASHINGTON STATE UNIVERSITY
Contract Terms and Conditions for Federal Grant Funded Purchases

The WASHINGTON STATE UNIVERSITY by and through its Board of Regents has entered into an agreement with the United States of America. This Contract is entered into with the Contractor in furtherance of the performance of the work required by that agreement. When interpreting applicable provisions of 2 CFR Part 200 and its appendices, "Federal Agency" or "Federal Awarding Agency" shall refer to the agency of the United States Government from whom the Washington State University ("WSU") has received grant funds to be expended under this Contract, "Non-Federal Entity" shall refer to the Washington State University, "Contractor" shall refer to the contractor with whom the Washington State University has entered into this contract and "Contract" shall refer to this contract between the Washington State University and Contractor.

By accepting this order or by entering into this Contract, a Contract between the Washington State University and the Contractor is formed. Contractor agrees to furnish the subject matter required by this order or Contract and agrees to all terms and conditions included by Washington State University, including the terms and conditions specified below. Any other applicable provisions of 2 CFR Part 200 are hereby incorporated by reference and shall have full force and effect.

Breach, Default, Termination: The Washington State University reserves the right to pursue all available legal, administrative, contractual or equitable remedies in the event of Contractor's breach of contract or violation of any term of this contract. The Washington State University shall have the right to terminate this contract for cause, and shall retain all rights and remedies against Contractor. The Washington State University shall also have the right to terminate this Contract for convenience upon thirty (30) days' notice to Contractor. Breach and/or Termination of this Contract shall be addressed in the manner prescribed in the WSU Standards Terms and Conditions.

Equal Employment Opportunity: Except as otherwise provided in 41 CFR Part 60, all "federally assisted construction contracts," as defined in 41 CFR Part 60-1.3 are subject to the Equal Opportunity clause contained in 41 CFR 60-1.4(b), incorporated by reference. Furthermore, the Equal Opportunity clause contained in 41 CFR 60-1.4(b) applies to all nonexempt subcontracts entered into by Contractor under this Contract, and Contractor agrees to include the Equal Opportunity clause contained in 41 CFR 60-1.4(b) in all nonexempt subcontracts.

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148): Where applicable, all prime construction contracts in excess of \$2,000 shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the Davis-Bacon Act, contractors must pay wages to laborers and mechanics at a rate not less than prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once per week. If the Davis-Bacon Act applies to this Contract award of this Contract is conditioned upon the acceptance of the wage determination. The Washington State University will report all suspected or reported violations of the Davis-Bacon Act to the Federal Awarding Agency.

Copeland "Anti-Kickback" Act (40 U.S.C. 3145): Where applicable, all prime construction contracts over \$2,000 are subject to the Copeland "Anti-Kickback" Act (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 Washington State University will report all suspected or reported violations to the Federal Awarding Agency. The Act provides that each contractor or subrecipient shall be 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. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts over \$100,000 which will involve the use of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor is 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 apply to construction work and provide that no laborer or mechanic must 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.

Rights to Inventions Made Under a Contract or Agreement: For Contracts awarded by the Washington State University under a “funding agreement,” as defined in 37 CFR 401.2(a) between a Federal Awarding Agency and the Washington State University, if the Washington State University or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the Washington State University or 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.

Clean Air Act (42 U.S.C. 7401-7671q): For Contracts and subgrants over \$150,000, the Washington State University and Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q). The Washington State University shall report violations to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: For Contracts and subgrants over \$150,000, the Washington State University and Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The Washington State University shall report violations to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

Energy Policy and Conservation Act (42 U.S.C. 6201): The Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Debarment and Suspension (Executive Orders 12549 and 12689): The Washington State University’s award of this Contract is conditioned upon the Contractor’s current and continued eligibility. Contractor

is eligible unless Contractor is listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If a contractor is listed on the Excluded Parties List System in SAM, Contractor shall have the obligation to promptly inform a Washington State University contract manager, and this Contract shall be immediately terminated without liability on the part of the Washington State University or the Federal Awarding Agency.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): For Contracts over \$150,000, Contractor warrants it filed the required certification prior to Contract award and payment. Contractor certifies 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. Contractor shall require such certification and disclosure from any subcontractors used. Any further subcontractors must certify and disclose to the subcontractor awarding the subcontract. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures under this Contract shall be forwarded up from tier to tier up to the Washington State University.

Solid Waste Disposal Act (42 USC 6901-6992k): 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 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.