**This Addendum is added to the Purchase Order, Contract/Agreement because the purchase may be funded in whole or in part with federal grant funds. Acceptance of this Addendum constitutes agreement with the following required Federal Clauses, Certifications and Assurances.**

Vendor certifies that:

**Equal Employment Opportunity:** (excess of $10,000) The clause at Ill. Adm. Code tit. 44, § 750.10, Appx. A is incorporated into this Contract by reference. If this Contract is federally funded and exceeds $10,000, the following clause applies: Vendor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. Vendor will include this clause in every subcontract awarded under this Contract so that the provision is binding upon the subcontractor.

**Davis-Bacon Act**: (excess of $2,000) Any project authorized by the University and utilizing federal funding must follow the Davis-Bacon Act (the entire Act can be located within ([www.dol.gov](http://www.dol.gov) ). The requirements include the payment of prevailing wages and the submittal of certified payrolls to the Project Manager. Contractor shall comply with the requirements of 29 CFR part 5, which are hereby incorporated by reference in this contract.

Contractor shall comply with the requirements of the Copland “Anti-Kickback Act” (29 CFR part 3), which are hereby incorporated by reference in this contract.

**Contract Work Hours and Safety Standards Act:** (excess of $100,000) Contractor agrees to comply with all applicable requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C 3701 – 3708), which are hereby incorporated by reference in this contract.

**Rights to Inventions Made Under a Contract or Agreement**: Contractor shall comply with the requirements under 37 CFR 401 which are hereby incorporated by reference in this contract.

**Clean Air Act**: (excess of $150,000) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C 1251-1387) as amended which are hereby incorporated by reference into this contract.

**Energy Efficiency**: Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are 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**: ($25,000 or more) (Executive Orders 12549 and 12689) Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

**Byrd Anti-Lobbying Amendment**: ($100,000 or more) 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 in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C 1352).

**Procurement of Recovered Materials**: (excess of $10,000) Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation & Recovery Act and the Environmental Protection Agency (EPA) at 40 CFR part 247.

**Domestic Preferences for Procurements:** The University, to the greatest extent practicable under a Federal award, provides 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).

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.