



Office of the President
Willis Holcombe Center
Phone 954-201-7401
Fax 954-201-7357

www.broward.edu

BROWARD COLLEGE

Define yourself.

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: June 23, 2009

Place: Regular Meeting of the Board of Trustees
Broward College
Boardroom 1208, Building 33, Willis Holcombe Center
111 East Las Olas Boulevard
Fort Lauderdale, FL

Subject: Agenda Item VII - E -Emergency Communication Grant (UCF)

Brief Description: Broward College has been awarded by UCF through Homeland Security a grant to purchase equipment that will enhance the security at the College specifically by improving the ability to alert and communicate with students, faculty, staff and all personnel on the campus in the event of an emergency situation. The College intends to use the funds to purchase wall units for classrooms that will use existing FM broadcasts for notification.

Benefit to Broward College: Devices automatically get alerts from NOAA, FEMA and Homeland Security. The devices will give officials the ability to send emergency alerts and messages to students, faculty, staff, and parents. Targeted messages can be sent to specific groups such as the entire campus, classrooms, emergency personnel, or administration. One message can reach thousands of recipients in 60 seconds.

Relationship to College Master Plan: Aligns with our college wide goal to strategically align organizational capabilities through quality improvement and operational efficiency.

Board Agenda Approved: _____

Agenda Item VII-E

Date: _____

Enclosure _____

**BOARD OF TRUSTEES
AGENDA TRANSMITTAL SHEET**

To: President J. David Armstrong

Date: June 10, 2009

From: Nancy R. Botero, Vice President of Development

Subj: University of Central Florida Emergency Communication and Alert Equipment for State University System of Florida and Florida Community College Campuses

Issue:

In accordance with Broward College Policy Number 6Hx2-6.18, the Board of Trustees must officially accept or reject any grant award approved by a funding agency. Broward College was awarded a grant from the University of Central Florida for Emergency Communication and Alert Equipment for State University System of Florida and Florida Community College Campuses. The award now requires Board of Trustee approval.

Background/Analysis:

Broward College Foundation in conjunction with Information Technology and the Institute for Public Safety convened a workgroup to determine the viability of pursuing this grant opportunity. Consensus was obtained and the decision made to submit a proposal that would allow the college to augment the purchase of equipment that will enhance the security of Broward College by improving our ability to alert and communicate with students, faculty, staff, and all personnel on the campus in the event of an emergency situation. The primary project activity is to purchase equipment that will become the vehicle for emergency notification within campus buildings where the majority of people are located. The College will utilize FM radios that can be placed in offices and classrooms, and work independent of power and telephone service. This system will be the starting point for the College's multimodal emergency notification process, and will complement our existing U. S. Department of Education Emergency Management for Higher Education grant.

Fiscal Impact:

The grant award is in the amount of \$46,550.



Initiating Official



Vice President/Provost

Staff Position:

THIS RECOMMENDED ACTION MEETS THE FOLLOWING ELEMENT(S) OF THE COLLEGE'S MISSION STATEMENT:

- | | | |
|--|----------|--|
| ___ Providing high quality educational programs | <u>X</u> | Providing high quality services |
| ___ Providing for affordability to a diverse community of learners | ___ | Providing for accessibility to a diverse community of learners |
| ___ Commitment to student achievement | ___ | Commitment to lifelong learning |
| ___ Commitment to academic excellence | <u>X</u> | Providing use of current technology |

BRIEFLY DESCRIBE HOW THIS RECOMMENDATION ACHIEVES THE ABOVE ELEMENT(S) IN THE COLLEGE'S MISSION STATEMENT:

This grant will allow Broward College to provide high quality services within a safe environment by augmenting the college-wide emergency management grant with the ability to purchase additional equipment.

Minority Firm: Yes ___ No ___ N/A ___

Broward Firm: Yes ___ No ___ N/A ___



April 14, 2009

Ms. Ellyn Drotzer
Director
Office of Grants Development
Broward College
110 East Broward Boulevard, Suite 750
Fort Lauderdale, FL 33301

Subject: Request for Proposal for Emergency Communication and Alert Equipment for State University System of Florida and Florida Community College Campuses

Dear Ms. Drotzer:

The University of Central Florida is in receipt of your proposal entitled "Proposal for Emergency Communication and Alert Equipment for State University System of Florida and Florida Community College Campuses from Broward College" which was submitted in response to the subject Request for Proposal. In response to the RFP, 23 proposals were submitted – 16 from community and state colleges, and 7 from state universities. Of these, 12 proposals were recommended for funding – 8 community and state colleges, and 4 state universities.

I am please to inform you that based upon reviewers scoring of your proposal on interrelated factors such as the technical content of your proposed project, available funds (\$482,000) and program priorities, your proposal was selected for funding in the amount of \$46,560.

Since your proposal is being funded at less than the amount you requested for this phase of the program, we require a revised proposal that shows how you will effectively use this reduced funding, possibly combined with match funds from your institution, to accomplish the program's primary goal to alert as many people as possible on your campus(es) for as wide a variety of emergency situations and hazards as possible. The revised proposal should list the equipment, software, and/or services you plan to procure, and provide a thorough explanation of how the procured items fit into your emergency operations plan and accomplish the program's primary goal. **Please note, the reviewers have requested that you address in your revised proposal how the FM radios will be secured to prevent tampering or theft. In addition they have questioned whether the radios have been tested to ensure adequate reception inside buildings and have recommended you request a guarantee from the vendor regarding performance. Finally, the review committee recommended the award with the requirement that recurring costs such as the customer support fees be paid from cost sharing funds.**

Office of Research
12201 Research Parkway, Suite 501 • Orlando, FL 32826
(407) 823-3778 • FAX (407) 823-3299 • <http://www.research.ucf.edu>

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Drotzer/April 14, 2009

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If you are not able to effectively utilize any of the awarded funds for the purpose of emergency alert and communications as defined in the RFP, we require that you notify us not later than April 24, 2009 so that we may utilize the funds for other underfunded proposals.

A copy of the reviewers' comments is attached for your review and a subcontract agreement outlining the terms of your award will follow under separate cover.

Thank you for your work in preparing a proposal and participating in this year's competition and congratulations on your award. If we have the possibility of another round of funding for this project, we will contact you if the funds are provided. A limitation that will be imposed on any future funds is that at the time of proposal submission, the institution must have an EOP that is fully NIMS-compliant and have undertaken sufficient training of appropriate personnel in accordance with NIMS standards.

Sincerely,



James Pearson
Special Assistant to the Vice President for Research
Homeland Security Coordinator

cc: Mr. Howard Dansky
Dr. J. David Armstrong

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Broward College Revised Budget – April 22, 2009

Subcontractor Name: Broward College

Project Title: Broward College Emergency Communication and Alert Equipment

SUMMARY BUDGET

Budget Category	Amount	Match / In-Kind
A. Personnel	N/A	N/A
B. Fringe Benefits	N/A	N/A
C. Travel	N/A	N/A
D. Equipment	\$46,550	
1. FM Radios (quote from vendor)		
a. 466 radios @ \$85.00 each = \$39,610		
b. Cables and connectors=\$500		
c. Service plan=\$1,000 annually		
d. RDS encoder access=\$4,000 one-time fee		
e. Internet connection for 4 encoders @ approximately \$20.00 each per month=\$1,440		
Total \$46,550		
2. Broward College has committed \$375,000 to purchase thirty-five (35) Code Blue Emergency Phones.		\$375,000
E. Supplies	N/A	N/A
F. Consultants/Contracts	N/A	N/A
G. Other (Provide detail in narrative)	N/A	N/A
H. Total Direct Costs	\$46,550	
I. Indirect Costs rate: ___ Base:\$ _____	N/A	
*TOTAL PROJECT COSTS	[sum of H+I]	\$421,550
N/A = Not allowed		
* Amount of this Request	\$ 46,550	
Proposed matching funds	\$ 375,000	{if applicable}

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SUBCONTRACT AGREEMENT

Purchase Order #:

Between
UNIVERSITY OF CENTRAL FLORIDA
And
BROWARD COLLEGE

This Agreement made and entered into by and between the University of Central Florida (UCF), acting for and on behalf of the UCF Board of Trustees or, as applicable, its assigns and/or successors, and Broward College (SUBCONTRACTOR).

The terms of this Agreement are intended to provide the administrative framework for UCF and SUBCONTRACTOR (the Parties) to cooperate in the performance of this project. SUBCONTRACTOR shall make all reasonable efforts to perform the scope of work as outlined in Appendix A.

It is understood this is a subcontract under UCF's prime award, which is incorporated by reference into this Agreement:

- A) CFDA Number: 97.067
- B) CFDA Title: Homeland Security Grant Program
- C) Award Name: Emergency Notification Technology
- D) Award Number: 481-5329A-9PE01
- E) Award Year: 2009
- F) R & D
- G) Agency: Florida Department of Education

ARTICLE I - STATEMENT OF WORK

SUBCONTRACTOR shall provide all the necessary personnel and facilities to conduct the work of this agreement.

ARTICLE II - PERIOD OF PERFORMANCE

This Agreement shall begin on February 4, 2009 and shall not extend beyond August 15, 2009 unless the period is extended by modification of this Agreement.

ARTICLE III – FINANCIAL SUPPORT

This is a cost reimbursable Agreement in the amount of \$46,550. Serially numbered invoices from SUBCONTRACTOR shall be sent to UCF in accordance with Appendix A. The invoices shall contain the above assigned purchase order number (), along with sufficient detail for pre- and post audits. Any invoice for a particular work item not submitted to UCF within 15 days of the end of the project period, will not be honored by UCF.

Sponsor's Billing Address: University of Central Florida
Finance & Accounting
Research Pavillion, Suite 300
12424 Research Parkway
Orlando, FL 32826

ARTICLE IV – ADMINISTRATIVE CONSIDERATION

The policies of SUBCONTRACTOR concerning all financial expenditures shall meet all applicable state and federal regulations.

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ARTICLE V - ADMINISTRATIVE PERSONNEL

University of Central Florida
Technical:
James Pearson
CREOL
University of Central Florida
4000 Central Florida Boulevard
Orlando, FL 32816
Phone: (407) 823-6858
Fax (407) 823-6880
E-Mail: jpearson@mail.ucf.edu

Contractual:
Mary B. Stanley, Senior Contract Manager
University of Central Florida
Office of Sponsored Research
12201 Research Parkway, Ste. 501
Orlando, FL 32826-3246
Phone: (407) 823-2836
Fax: (407) 823-3299
E-mail: mstanley@mail.ucf.edu

SUBCONTRACTOR
Technical:
Howard Dansky
Broward College
225 East Las Olas Blvd, Building 31, Room 330
Ft. Lauderdale, FL 33301
Phone: (954) 201-7524 or (954) 931-1384
Fax:
E-Mail: hdansky@broward.edu

Contractual:
Howard Dansky
Broward College
225 East Las Olas Blvd, Building 31, Room 330
Ft. Lauderdale, FL 33301
Phone: (954) 201-7524 or (954) 931-1384
Fax:
E-mail: hdansky@broward.edu

ARTICLE VI - REBUDGETING

SUBCONTRACTOR may re-budget only as marked/checked:

- Direct costs as dictated by SUBCONTRACTOR'S needs.
- Is not permitted to re-budget indirect costs into direct costs or use indirect costs for any other purpose.
- Prior approval for all budget transfers is required.
- 10% of the total award or \$100,000, whichever is less.
- Other: _____

ARTICLE VII - AUDIT

All costs incurred in the performance of this Agreement will be subject to audit by the cognizant audit agency. SUBCONTRACTOR shall be responsible for payment of any and all audit exceptions, which are identified by audit agency.

SUBCONTRACTOR will permit UCF's auditors, other knowledgeable staff, or auditors engaged by UCF, whichever is appropriate, to have access to the records and financial statements as necessary to comply with OMB Circular A-133, [Subpart D, paragraph.400 (d) (3)].

SUBCONTRACTOR will abide by any requirements imposed on the subrecipient by Federal laws, regulations, and the provisions of the award agreement as well as any supplemental requirements imposed by UCF as required by OMB Circular A-133, [Subpart D, paragraph.400 (d) (2)].

SUBCONTRACTOR must provide all supporting documentation (copies of actual invoices, etc.) for the requests for reimbursement if the subrecipient does not have an OMB Circular A-133 audit performed for the period covering the awards from UCF.

SUBCONTRACTOR must provide to the address in Article III a copy of their latest annual audit report and management response to findings.

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ARTICLE VIII - PUBLICATION

The parties agree that SUBCONTRACTOR may publish the results of the work in its own form.

UCF requires a copy of any proposed publication 60 days in advance of submission to review for confidential information, material which would affect pending patents, and to forward to prime funding source, if applicable. UCF's review will be completed and any objections made within this 60 days.

SUBCONTRACTOR'S publication shall acknowledge support as marked/checked:

- "This project was supported by the University of Central Florida"
- "This project was supported by the Florida Department of Education through the University of Central Florida."
- Other: _____

ARTICLE IX - EQUIPMENT

Title to all equipment purchased under this Agreement will be in accordance with the Florida Department of Education Project Application and Amendment Procedures for Federal and State Programs (Green Book). SUBCONTRACTOR agrees to maintain sufficient records to enable UCF to fulfill its accountability.

ARTICLE X - PATENTS

Inventions made solely by SUBCONTRACTOR faculty and staff under this Agreement will be solely owned by the SUBCONTRACTOR. Inventions made jointly by faculty and staff of both UCF and SUBCONTRACTOR will be owned jointly by UCF and SUBCONTRACTOR, who agree to jointly determine patent filing and licensing responsibilities. Inventions made solely by UCF faculty and staff will be solely owned by UCF. All persons who perform any part of the work under this Agreement and who may be reasonably expected to make inventions, including screening compounds or materials synthesized, must be covered by this Agreement.

"Background Intellectual Property" means individually and collectively all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to mask works, computer software, both object and source code, data bases and works of Authorship, which were in existence, prior to the effective date of this Agreement. For the purposes of this Section, the "Making" of inventions shall be governed in accordance with 35 USC Section 101 et seq.

"Existing Background Intellectual Property". The parties agree that any existing background intellectual property and/or inventions and technologies of a Company, University, and Investigator existing prior to the effective of this Agreement are their separate property, respectively, and are not affected by this Agreement. Neither party shall acquire any claims to or rights in any background intellectual property and/or technologies in existence prior to the effective date of this Agreement.

The terms outlined in Article X are subject to the terms and conditions of UCF's prime award.

ARTICLE XI –CONFIDENTIAL INFORMATION

Should it be necessary for either party to receive confidential information, the Parties will executed a Confidential Disclosure Agreement.

ARTICLE XII – HUMAN SUBJECTS

No research involving humans is planned or authorized under this Agreement.

ARTICLE XIII – LABORATORY ANIMALS

No research involving animals is planned or authorized under this Agreement.

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ARTICLE XIV – CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY

SUBCONTRACTOR certifies that it complies with Title VI of the Civil Rights Act of 1964 and has a valid Assurance of Compliance on file with the federal government.

ARTICLE XV - REPORTING REQUIREMENTS

SUBCONTRACTOR shall render to UCF's contractual representative technical progress reports as delineated in Appendix A.

ARTICLE XVI - TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notification to the other. In the event of termination, SUBCONTRACTOR will be reimbursed for all costs incurred and any non-cancelable obligations properly incurred through the date of termination.

ARTICLE XVII – SUBCONTRACTORS

SUBCONTRACTOR shall not subcontract for any of the services to be performed under this Agreement without the prior written consent of UCF.

ARTICLE XIII - MODIFICATIONS

Modifications to this Agreement may be made only in writing signed by authorized signatories of both parties.

ARTICLE XIX - COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be considered an original, but which together shall constitute but one and the same Agreement.

ARTICLE XX – DEBARMENT & SUSPENSION

SUBCONTRACTOR hereby represents and certifies that neither it or its principals is presently:

- a. debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency;
- b. have within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (b) above; and
- d. have within a 3-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default.

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ARTICLE XXI – NON-DELINQUENCY ON FEDERAL DEBT

SUBCONTRACTOR certifies that it is not delinquent on the repayment of any federal debt. For the purposes of this certification, the following definitions of delinquency apply:

- a. For direct loans and fellowships (whether awarded directly to the applicant by the Federal Government or by an institution using Federal funds), a debt more than 31 days past due on a scheduled financial payment. (This definition excludes "service" payback under the National Research Service Award.)
- b. For guaranteed and insured loans, recipients of a loan guaranteed by the Federal Government that the Federal Government has repurchased from lender because the borrower breached the loan agreement and is in default.
- c. For Contracts, organizations in receipt of a "Notice of Contracts Cost Disallowance" which have not repaid the disallowed amount or which have not resolved the disallowance. (This definition excludes disallowance(s) in an "appeal" status.)

ARTICLE XXII – SCIENTIFIC MISCONDUCT AND CONFLICT OF INTEREST

SUBCONTRACTOR hereby certifies that it has established administrative procedures to review allegations of scientific misconduct and to evaluate and process real or potential Conflict of Interest situations and that such procedures conform to federal regulations.

ARTICLE XXIII – LOBBYING CERTIFICATION

SUBCONTRACTOR is required to complete the attached "Certification Regarding Lobbying" as part of their acceptance of this agreement.

ARTICLE XXIV – DRUG-FREE WORKPLACE CERTIFICATION

By signing this Agreement, SUBCONTRACTOR certifies that it is in compliance with the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F.

ARTICLE XXV – GENERAL

The terms of this Agreement shall supercede the terms of the purchase order to be issued by UCF's purchasing department. No modification to the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties.

ARTICLE XXVI - ENTIRE AGREEMENT

This Agreement consists of the following parts:

- 1. Articles I – XXVII
- 2. Appendix A: Scope of Work & Compensation
- 3. Appendix B: Certification Regarding Lobbying
- 4. Appendix C: Florida Statutes
- 5. Appendix D: Flow-Down Provisions
- 6. Appendix E: A-133 Audit Certification

and constitutes the entire Agreement of the parties with respect to the subject matter hereof. Any other agreement, written or oral, is hereby superseded.

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ARTICLE XXVII - ENDORSEMENTS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below:

UNIVERSITY OF CENTRAL FLORIDA

BROWARD COLLEGE

Name:
Title:

Name:
Title:

APPROVED AS TO FORM
AND LEGALITY:

KEVIN FERNANDER
COLLEGE ATTORNEY

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APPENDIX A: SCOPE OF WORK & COMPENSATION

SUBCONTRACTOR shall perform the work described in their proposal dated March 20, 2009 and the revised proposal dated April 23, 2009 in response to the RFP entitled "Emergency Communication and Alert Equipment for State University System of Florida and Florida Community College Campuses", dated 17 February 2009, which document is hereby incorporated into this Contract by reference with the same force and effect as if set forth herein in full.

In addition, the SUBCONTRACTOR agrees to accomplish the following tasks and provide the deliverables where noted to UCF, even if the date of completion of report items is after the Contract termination date:

1. Report of anticipated project milestones and corresponding estimated completion dates.
Due Date: 15 days from execution of subcontract
2. Interim Report #1 on completion of installation and initial test of purchased emergency communications equipment, software, and/or services. Deliverable: Report to be sent via email attachment. Report will include dates of installation and test and other relevant data such as: any problems or issues encountered during installation and how they were resolved; test data and conclusions/observations from initial testing. Report will be made publically available via web posting with notification of posting sent to all Florida universities and community colleges.
3. Interim Report #2 on performance and any additional testing of purchased emergency communications equipment, software, and/or services at the end of 6 months after initial installation and test. Deliverable: Report to be sent via email attachment. Report will include dates of any tests or use for actual emergency occurrences and other relevant data such as: any problems or issues encountered during operation and how they were resolved; test data and conclusions/observations from any further testing. Report will be made publically available via web posting with notification of posting sent to all Florida universities and community colleges.
4. Final Report on performance and any additional testing of purchased emergency communications equipment, software, and/or services at the end of 12 months after initial installation and test. Deliverable: Report to be sent via email attachment. Report will include dates of any tests or use for actual emergency occurrences and other relevant data such as: any problems or issues encountered during operation and how they were resolved; test data and conclusions/observations from any further testing. Report will be made publically available via web posting with notification of posting sent to all Florida universities and community colleges.
5. SUBCONTRACTOR agrees to participate in a Florida Campus Emergency Communications Conference in the mid-July 2009 time frame. The purpose of this meeting is to review the status of Emergency Communication Systems at all participating institutions, including what was done or is being done with the funding under this procurement. The objective of this conference is to develop an experience database that can be shared among all Florida universities and community colleges and help create a "learning community" that all institutions can beneficially utilize. NOTE: funding under this procurement cannot be used for travel expenses for this meeting.

Deliverables shall be submitted to:
Mary B. Stanley
Senior Contract Manager
University of Central Florida
Office of Research and Commercialization
12201 Research Parkway, Suite 501
Orlando, FL 32826-3246
mstanley@mail.ucf.edu
(407)823-2836

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APPENDIX B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any UCF, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal Contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Contract, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any UCF, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, Contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, subcontracts, and contracts under Contracts, loans, and cooperative agreements and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction impressed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AUTHORIZED ORGANIZATIONAL REPRESENTATIVE	SIGNATURE
DATE Name/Title (Typed)	

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APPENDIX D: Flow-Down Provisions

Project Application and Amendment Procedures for Federal and State Programs (Green Book)

<http://www.fldoe.org/comptroller/gbook.asp>

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APPENDIX C: FLORIDA STATUTES

Bills for fees or other compensation or expenses shall be submitted in detail sufficient for pre-audit and/or post-audit. Should an audit be required pursuant to the terms of this Contract, all audit rights shall be limited to UCF'S prime contract terms and conditions.

SUBCONTRACTOR must divide the Contract into units or deliverables (Articles) which shall include, but not be limited to, reports, findings and drafts, that must be received and accepted in writing by UCF'S technical contact prior to payment. UCF'S technical contact will notify SUBCONTRACTOR of unacceptable Articles within thirty (30) days of receipt by UCF.

The State of Florida's and UCF's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature, unless UCF'S Prime contractor is a non-State of Florida agency, and therefore UCF'S obligation to pay is subject to the availability of funds. SUBCONTRACTOR will not be obligated to continue performance in the absence of such funds.

SUBCONTRACTOR agrees that SUBCONTRACTOR'S invoices for transportation and per diem expense allowances shall be the same as those provided by law for public employees in s. 112.061, except that non-State of Florida personnel performing travel under a sponsored research subcontract may be reimbursed for travel expenses in accordance with the provisions of the applicable prime contract or grant and the travel allowances established by the SUBCONTRACTOR.

This contract may be canceled unilaterally by UCF for refusal by SUBCONTRACTOR to allow public access to all papers, documents, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the contractor in conjunction with the contract. However, per F.S.1004.22 (2) materials that relate to methods of manufacture or production, potential trade secrets, potentially patentable material, actual trade secrets, business transactions, or proprietary information received, generated, ascertained, or discovered during the course of research conducted within the state universities shall be confidential and exempt from the provisions of F.S.119.07(1).

Leased Equipment; The risk of loss or damage to leased equipment, goods, or property shall not transfer to UCF except as provided in Section 680.219, Florida Statutes. Any security interest in the leased equipment, goods, or property contracted to the SUBCONTRACTOR contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provision, which are unconscionable under Sections 287.042(1)(c) and 672.719, Florida Statutes, are void.

The employment of unauthorized aliens by SUBCONTRACTOR shall be considered a violation of section 274A of the Immigration and Nationalization Act and shall be cause for unilateral cancellation of this contract.

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