

**Federal Grant-Funded Agreements Contractor Requirements**  
**Updated March 11, 2024**

The Contractor acknowledges and agrees that the Parties to this Contract may receive and expend grant funds originating with an agency or department of the United States of America, and, accordingly, the Parties' respective powers, rights, duties and obligations under this Contract remain subject to the provisions of Applicable Law, including but not limited to the relevant and applicable provisions of 2 CFR Part 200, Appendix II, as amended. In furtherance and not in limitation of the foregoing, and in compliance with Appendix II to 2 CFR Part 200, Appendix II – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as amended, the Contractor acknowledges and agrees as follows:

A. **For all Contracts with small businesses or non-profits: Rights to Inventions Made Under a Contract or Agreement** - the Contractor agrees to 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.

B. **For all Contracts for telecommunications and video surveillance services or equipment: Debarment and Suspension (2 CFR 200.216)** - The Contractor certifies that it does not use "covered telecommunications equipment or services" as identified in 2 CFR 200.216 or the System for Award Management (SAM.gov) as a substantial or essential component of any system, or as critical technology as part of any system.

C. **For all procurement of goods and construction Contracts:** The Contractor agrees to "provide 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)." (2 CFR 200.322(a)).

D. **For all construction Contracts: Equal Employment Opportunity (41 CFR 60-1.4(b); Executive Order 11246)** - During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

**E. In addition, for contracts over \$2,000 for construction, renovation, painting, etc. using SLFRF funds in conjunction with another federal funding source; AND any capital expenditure or infrastructure contracts over \$10 million: Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):**

1. The Contractor agrees to comply with all aspects of 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 statute, the Contractor certifies that the project is subject to a project labor agreement and agrees to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week and submit weekly payroll reports to the School District.

2. The Contractor agrees to comply with 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 Contractor is 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 or she is otherwise entitled. The School District must report all suspected or reported violations to the Federal awarding agency.

**F. For Contracts of items over \$10,000: Procurement of recovered materials (2 CFR 200.323; section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act) -** The Contractor certifies that it procures 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. (2 CFR 200.323).

G. **For Contracts over \$25,000: Debarment and Suspension (Executive Orders 12549 and 12689)** - The Contractor certifies that it is not suspended or debarred, nor listed on the governmentwide exclusions in the System for Award Management (SAM.gov), 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.”

H. **For Contracts over \$100,000: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - The 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.

I. **For Contracts over \$100,000 involving employment of mechanics or laborers: Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)** - The Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). The Contractor agrees to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Any work in excess of the standard work week will be 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 Contractor agrees that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

J. **For Contracts over \$150,000: Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended** - The 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 as amended (33 U.S.C. 1251-1387). Any violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

K. The Contractor acknowledges and accepts the administrative, contractual and legal remedies where the Contractor violates or breaches the terms of this Contract, as contained in the Standard Terms and Conditions, attached as Exhibit “C” to this Contract.

L. The Contractor acknowledges and accepts the provisions regarding termination for cause and for convenience which govern this Contract, as contained in the Standard Terms and Conditions, attached as Exhibit “C” to this Contract.

M. In supplementation and not in limitation of any other right of audit, access or inspection, see the Standard Terms and Conditions, attached as Exhibit “C” to this Contract, the Contractor shall permit access by the School District, the Commonwealth, the United States Department of Education, Inspectors General, the Comptroller General of the United States of America, or any of their authorized representatives, to any documents, papers, or other records which are pertinent to the Contract in order to make audits, examinations, excerpts, and transcripts.

N. The Contractor acknowledges and agrees that the School District makes payment of the Compensation under this Contract to the Contractor with federal funds. Accordingly, the Contractor acknowledges and agrees that it constitutes a contractor for federal program purposes, as provided in applicable federal program rules and regulations, and the Contractor’s performance and all payments made pursuant to this Contract is subject to audit by local, state, and federal agencies as provided in the Standard Terms and Conditions, attached as Exhibit “C” to this Contract.