These Federal Provisions are attached or otherwise incorporated into the contract or other written agreement for the purchase of goods or services by the District (the “Contract”) that has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions and the Contract, the Federal Provisions control.

1. **DEFINITIONS.**

   1.1. Capitalized terms in the Federal Provisions have the meaning given to them in the federal statute or regulation on which the provision containing the capitalized term is based.

   1.2. In addition, the following terms have the following meaning:

       1.2.1. “Contract” means the Contract to which these Federal Provisions are attached.

       1.2.2. “Contractor” means the party or parties to the Contract funded, in whole or in part, with Federal funds other than the District. For purposes of Transparency Act reporting, Contractor does not include Vendors.

       1.2.3. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: http://fedgov.dnb.com/webform.


       1.2.5. “OMB” means the Office of Management and Budget.


2. **COMPLIANCE.**

   Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, and the Federal Provisions. Any changes to the Transparency Act, the Uniform Guidance, and other federal laws governing the federal funding of the District’s purchases of goods and services that occur after the date of the Contract automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument.

3. **SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.**

   3.1. **SAM.** Contractor shall its information current in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.

4. **TOTAL COMPENSATION.**

4.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

4.1.2. In the preceding fiscal year, Contractor received:

   4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

   4.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. **REPORTING.**

Contractor shall report data elements to SAM and to the Prime Recipient if Contractor is a Subrecipient for the Award pursuant to the Transparency Act.

6. **EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.**

6.1. Reporting requirements apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently decreased such that the total award amount falls below $25,000, the Award continues to be subject to the reporting requirements.

6.2. Reporting requirements apply to new Awards as of August 13, 2020, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently decreased such that the total award amount falls below $30,000, the Award continues to be subject to the reporting requirements.

6.3. The procurement standards apply to new Awards as of December 26, 2015. The standards apply to audits of fiscal years beginning on or after December 26, 2014.

7. **SUBRECIPIENT REPORTING REQUIREMENTS.**

If Contractor is a Subrecipient, Contractor shall make the reports to the entities and in the manner required by the Uniform Guidance and other federal law.

8. **PROCUREMENT STANDARDS.**
8.1. Procurement Procedures. If Contractor is a Subrecipient, Contractor shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.327 thereof.

8.2. Domestic Preference for Procurements (2 CRF 200.322). As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The requirements of this section must be included in all Subawards including all contracts and purchase orders for work or products under this award.

8.3. Contractor shall maintain written standards of conduct governing the performance of their employees engaged in the award and administration of contracts supported by Federal funds, including, without limitation, provisions for disciplinary action for non-compliance with such standards. 2 CFR 200.218(c)(1).

9. ACCESS TO RECORDS

If Contractor is a Subrecipient, Contractor shall permit Recipient and auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of §200.332 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS

If Contractor is a Subrecipient and expends $750,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

11. EXEMPTIONS.

11.1. These Federal Provisions do not apply to a Contractor who is an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

11.2. The requirements to report Subawards and the Total Compensation of its most highly compensated Executives do not apply to Contractors with a gross income from all sources of less than $300,000 in the previous tax year.

11.3. There are no Transparency Act reporting requirements for Vendors, defined as dealers, distributors, merchants or other seller providing property or services required for a project or program funded by an Award, and which is not a Prime Recipient or a Subrecipient.

12. CONTRACT PROVISIONS.

In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, the Contractor shall comply with the following provisions to the extent they apply to them. If the Contractor is a Subrecipient, the Contractor shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract.

12.2. **Davis-Bacon Act.** As amended (40 U.S.C. 3141-3148). – When required by federal program legislation, applicable to construction contracts of more than $2,000. Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and as supplemented by Department of Labor regulations (29 CFR Part 5--Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). In accordance with the law, contractors are required, and must require their subcontractors, to pay wages: (i) at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor; and (ii) not less than once a week. Solicitations will include a copy of the current prevailing wage determination issued by the Department of Labor. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination.

12.3. **Copeland “Anti-Kickback Act”** -- When required by federal program legislation, applicable to construction contracts of more than $2,000. The Contractor shall comply with (18 U.S.C. 874 and 40 U.S.C. 3145 and the requirements of 29 C.F.R. pt. 3 as may be applicable. Contractors and subcontractors 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 they are otherwise entitled. The Contractor and their subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor. A breach of this provision may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12. Required by 200 CFR §326, Appendix II to Part 200 (D).

12.4. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327-333) – Applicable to contracts in excess of $100,000 that involve the employment of mechanics or laborers, watchmen and guards. Not applicable to the purchase of supplies and materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractors and their subcontractors 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Additional requirements regarding liquidated damages, withholding of moneys from contract payables of sums for liabilities of unpaid wages and liquidated damages, and the requirement that clauses regarding these requirements be in any contracts with all lower tier subcontracts. The requirements of 40 U.S.C. 3704 are applicable 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. Required by 200 CFR §326, Appendix II to Part 200 (E).

12.5. **Rights to Inventions Made Under a Contract or Grant.** Applicable where the federal award funding the contract meets the definition of “funding agreement” under 37 CFR §401.2(a). Where the 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 that "funding agreement," the Contractor and its subcontractors 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. Required by 200 CFR §326, Appendix II to Part 200 (F).

12.6. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and Subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree 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). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.7. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions 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.” SAM Exclusions 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.

12.8. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Applicable to contractors who apply or bid for an award of $100,000 or more. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above 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. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

12.9. **Procurement of Recovered Materials and Solid Waste Disposal Act.** Applicable where the purchase price of an item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000. §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; 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. Required by 200 CFR §326, Appendix II to Part 200 (H).


12.11. Access to Records. – Applies to all negotiated contracts except those for less than the small purchase threshold. The Contractor shall permit the District, auditors, and the federal government to have access to its records and financial statements as necessary for the District to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

12.12. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.


12.15. Federal Emergency Management Agency (FEMA) Provisions. -- If the Contract is funded, wholly or in part, with money from or otherwise governed by or subject to FEMA, the following provisions also apply:

12.15.1. The cost of any change, modification, change order, or constructive change shall be allowable, allocable, within the scope of the Contract, and reasonable for the completion of the project scope.

12.15.2. The Contactor shall not use the Department of Homeland Security or FEMA logos, crests, or reproductions of flags or likenesses without specific FEMA pre-approval.

12.15.3. The Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and Directives.
12.15.4. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other person pertaining to any matter resulting from the Contract.

12.15.5. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract.

12.16. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.17. Compliance with other Federal and State Laws.

The Contractor, while performing under the Contract, shall comply with, and require its Subcontractors to comply with, the following:

12.27. State Laws and Regulations of the Civil Rights Division Section 24-34-301, CRS, et seq.

12.18. Personal Identifiable Information. The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that Contractor collects or maintains in accordance with the Contract. Except as provided by law, the Contractor shall not disclose any information about any individual in the Contractor’s possession in a form including identifying information without the prior written consent of the individual, or, if the individual is a minor, the individual minor’s parent, or guardian. The Contractor shall have written policies governing this requirement.

12.19. No Conflicts of Interest. The Contractor must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No Contractor employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible
personal benefit from a firm considered for a contract. The officers, employees, and agents of the Contractor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. 2 CFR 200.318 (c)(1).

12.20. **No Organizational Conflicts of Interest.** If the Contractor has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the Contractor entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Contractor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318 (c)(2).

12.21. **Compliance with 2 CFR 200.318.** The Contractor shall comply with all other requirements of 2 CFR 200.318, which concerns general procurement standards.

13. **EVENT OF DEFAULT AND CONTRACT TERMINATION.**

13.1. Failure to comply with these Federal Provisions IS an event of default under the Contract.

13.2. The District may terminate the Contract in accordance with the termination provisions of the Contract. This remedy is in addition to any other remedy available to the District under the Contract, at law or in equity.

13.3. Termination (2 CFR 200.340). In addition, the Federal Award may be terminated in whole or in part by the Federal Awarding Agency in accordance with federal law, the termination provisions included in the Federal Award, or both.

14. **CERTIFICATION.**

By signing and performing under the Contract, the Contractor certifies that, to the best of the Contractor’s knowledge and belief, the Contractor, its principals, and its subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency (see, System for Award Management (SAM) at [https://www.sam.gov/](https://www.sam.gov/).