

## **POUDRE SCHOOL DISTRICT R-1 FEDERAL FUNDING PROVISIONS**

**Applicability of Provisions.** This purchase is funded, in whole or in part, with an award of Federal funds. Only those federal requirements that are applicable to the nature, scope, and dollar value of this Agreement shall apply. The grant or other funding agreement between the District and the federal government requires that certain federal provisions be made a part of the Agreement. The District may change any of these provisions at any time in the District's discretion or at the request of an involved federal agency, or as otherwise mandated by federal law. In the event of a conflict between these Federal Provisions, any incorporated exhibits, any other terms and conditions, end user license agreements, or privacy policies, these Federal Provisions prevail. The provisions set forth herein are imposed on the Contractor as contractual obligations pursuant to the District's responsibilities under 2 CFR Part 200 and the applicable Federal award. The Contractor is bound by these provisions as terms of this Agreement, not as a recipient or subrecipient of Federal funds. The Contractor's status as a contractor for the District does not confer Federal award recipient status, and nothing herein shall be construed to create a direct funding relationship between the Contractor and any Federal agency.

**Compliance.** The District is required to comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by the Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions without the necessity of either party executing any further instrument. The District, at its discretion, may provide written notification of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

The Contractor SHALL COMPLY with the provisions of law listed below, where applicable, as specified:

### **Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**(B) All contracts in excess of \$10,000 must address termination for cause** and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

The District, by written notice, may terminate the Agreement at any time, in whole or in part, when it is in the District's or federal government's interest. If this Agreement is terminated for any reason, the District shall be liable only for payment under this Agreement for services rendered or goods provided before the effective date of termination. Upon receipt of a notice of termination, the Contractor must immediately stop all work under this Agreement (unless the notice directs otherwise), cease placing orders for materials and services, and take all reasonable steps to minimize incurrence of costs allocable to the terminated portion of the Agreement. The Contractor must continue performance of any non-terminated portion of the Agreement. The Contractor must submit a final termination settlement proposal to the District within 90 days of the effective date of termination, or within such longer period as the District may authorize in writing.

**(C) Equal Employment Opportunity.** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**(D) Davis-Bacon Act**, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, **all prime construction contracts in excess of \$2,000** awarded by non-Federal entities must include a provision for compliance 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 statute, contractors must be required 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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 Act provides that each contractor or subrecipient must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E) Contract Work Hours and Safety Standards Act** ([40 U.S.C. 3701-3708](#)). Where applicable, **all contracts awarded by the non-Federal entity in excess of \$100,000** that involve the employment of mechanics or laborers must include a provision for compliance 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 must 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. 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. 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.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient 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 recipient or subrecipient 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.

**(G) 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 award 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).

**(H) 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 governmentwide 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](#).

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>).

**(I) Byrd Anti-Lobbying Amendment** ([31 U.S.C. 1352](#))—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.

#### **§ 200.323 Procurement of recovered materials.**

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the 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.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

**§ 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of [Public Law 115-232](#) and [§ 200.471](#).

**§ 200.322 Domestic preferences for procurements.**

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, 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). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(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.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

### **§210.21 Cost-Reimbursements in Food Contracts.**

*Applicable to food service cost-reimbursable contracts subject to contracts.* The provisions concerning cost reimbursements set forth in 7 CFR §210.21 (f) are hereby incorporated herein. Required by 7 CFR §210.21.

### **§ 200.334 Retention Requirements for Records.**

The Contractor must retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years from the date of submission of the final expenditure report, or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as authorized by the Federal awarding agency. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the District, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Contractor that are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. See 2 CFR § 200.334.

### **§ 200.337 Access to Records.**

The Federal awarding agency, Inspectors General, the Comptroller General of the United States, the District, and any of their authorized representatives must have the right of access to any books, documents, papers, records, or other records of the Contractor that are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Access must not be limited to the required retention period but applies at any time records are in existence. The Contractor must not impose conditions that would limit this right of access. See 2 CFR § 200.337.

### **Whistleblower Protections (41 U.S.C. § 4712).**

For contracts exceeding \$250,000, the Contractor must comply with 41 U.S.C. § 4712, which prohibits retaliation against employees who disclose information they reasonably believe

evidences: gross mismanagement of a Federal contract or grant; a gross waste of Federal funds; an abuse of authority relating to a Federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a Federal contract or grant. The Contractor must inform its employees in writing of these whistleblower rights and protections in the predominant language of the workforce. The Contractor's employees may report suspected violations to the appropriate Inspector General or the Comptroller General. This provision applies to all subcontracts over \$250,000.

**Conflict of Interest (2 CFR § 200.318(c)).**

The Contractor must disclose in writing to the District any potential or actual organizational conflict of interest as soon as it is identified. A conflict of interest exists when the Contractor has a financial or other interest in a firm selected for award, or has a personal or financial relationship that impairs, or appears to impair, the Contractor's objectivity in performing work under this Agreement. The Contractor must maintain written standards of conduct covering conflicts of interest applicable to its own employees engaged in the performance of this Agreement. Failure to disclose a conflict of interest may result in termination of this Agreement and may be referred to the Federal awarding agency. See 2 CFR § 200.318(c).