

## SUPPLEMENT 2 FEDERAL FUNDING PROVISIONS

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The provisions of this **Supplement 2 – Federal Funding Provisions** are incorporated into and made a part of the agreement or contract to which this **Supplement 2** is attached (the “Contract” for purposes of this Supplement). The District has received federal funding for all or part of the Contract purchase. The grant or other funding agreement between the District and the federal government requires that certain federal provisions be made a part of the Contract. 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 as approved by the Office of Federal Procurement Policy, or as otherwise mandated by federal law.

The party that is identified in the Contract as entering into the Contract with the District (the “Contractor” for purposes of this Supplement) 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/>). The Contractor **SHALL COMPLY** with the provisions of law listed below, all of which are hereby incorporated into the Contract and are applicable as specified:

1. **Equal Employment Opportunity** – *Applicable to contracts meeting the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3.* 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.” Required by 200 CFR §326, Appendix II to Part 200 (C).
2. **Davis-Bacon Act** – *When required by federal program legislation, applicable to construction contracts of more than \$2,000.* Davis-Bacon Act (40 U.S.C. 276a to a-7) 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 statute, contractors are 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 are required to pay wages not less than once a week. The District will 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 is conditioned upon the acceptance of the wage determination. The District will report all suspected or reported violations to the Federal awarding agency. Required by 200 CFR §326, Appendix II to Part 200 (D).
3. **Copeland “Anti-Kickback” Act** - *When required by federal program legislation, applicable to construction contracts of more than \$2,000* (18 U.S.C. 874 and 40 U.S.C. 276c)- “Anti-Kickback” Act (18 U.S.C. 874), 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 the Contractor 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 he is otherwise entitled. The District will report all suspected or reported violations to the Federal awarding agency. Required by 200 CFR §326, Appendix II to Part 200 (D)
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. 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, each contractor 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. 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).
5. **Rights to Inventions Made Under a Contract or Agreement** – *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).
6. **Clean Air Act** (42 U.S.C. 7401 et seq.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251 et seq.), as amended. – *Applicable to contracts and subcontracts in amounts in excess of \$150,000.* "Contracts and subgrants of amounts in 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)." 200 CFR §326, Appendix II to Part 200 (G). Required by 200 CFR §326, Appendix II to Part 200 (G).
  7. **Debarment and Suspension** (E.O. 12549 and E.O. 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." 200 CFR §326, Appendix II to Part 200 (H). Contractors with awards that exceed the small purchase threshold must provide the required certification regarding its exclusion status and that of its principal employees. Required by 200 CFR §326, Appendix II to Part 200 (H).
  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 shall 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. The disclosures are forwarded from tier to tier up to the recipient. Required by 200 CFR §326, Appendix II to Part 200 (I).
  9. **Procurement of Recovered Materials.** *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).
  10. **Access to Records** – *Applies to all negotiated contracts except those for less than the small purchase threshold.* The District and the federal government, or any of their duly authorized representatives, must have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions. The contractor shall make access available. The Contractor shall place the same provision (requiring access to records) in any subcontract which would have to have this provision were it awarded by the District. Required by [\_\_\_\_]3015.183].
  11. **Retention of Records** – The Contractor shall retain all required records for three years after final payment under the Contract and all subcontracts (if any) are made and all other pending matters are closed. If any audit, litigation, or other action involving the records is started before the end of the three-year period, the Contractor shall retain the records until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later. Required by [\_\_\_\_]3015.138].
  12. **Age Discrimination Act of 1975, as amended 42 U.S.C. 6101, et seq.**
  13. **Age Discrimination in Employment Act of 1967 29 U.S.C., 621-634.**
  14. **Americans with Disabilities Act of 1990 (ADA) 42 U.S.C. 12101, et seq.**
  15. **Equal Pay Act of 1963 29 U.S.C. 206(d).**
  16. **Federal Water Pollution Control Act, as amended 33 U.S.C. 1251, et seq.**

17. **Immigration Reform and Control Act of 1986 8 U.S.C. 1324b.**
18. **Section 504 of the Rehabilitation Act of 1973 as amended 29 U.S.C. 794.**
19. **Title VI of the Civil Rights Act of 1964, as amended 42 U.S.C. 2000d, et seq.**
20. **Title VII of the Civil Rights Act of 1964 42 U.S.C. 2000e.**
21. **Title IX of the Education Amendments of 1972 as amended 20 U.S.C. 1681.**
22. **State Laws Civil Rights Division Section 24-34-301, CRS, et seq.**
23. **Health Insurance Portability & Accountability Act of 1996 (“HIPAA”).** – *Applicable to medical information.* Pursuant to federal law and regulations governing the privacy of certain health information, the Contractor, to the extent applicable, shall comply with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d-1320d-8 and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160 and 164 (the “Privacy Rule”) and other applicable laws, as amended.
24. **Confidentiality of Records** – The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with the Agreement and comply with HIPAA and its rules and regulations. Except as provided by law, no information in possession of the contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor’s parent, or guardian. The Contractor shall have written policies governing access to, duplications and dissemination of, all such information. The Contractor shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its employees agents and subcontractors, if any, with a copy of or written explanation of these confidentiality requirements before access to confidential data is permitted. No confidentiality requirements contained in the Contract shall negate or supersede the provisions of the federal Health Insurance Portability and Accountability Act of 1996.
25. **Conflicts of Interest.** – The Contractor shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of the Contract. No employee, officer, or agent of the Contractor shall participate in the selection, or in the award or administration of a contract or subcontract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
  - The employee, officer or agent;
  - Any member of the employee’s immediate family;
  - The employee’s partner; or
  - An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor’s, subcontractor’s, or sub-grantee’s officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor, potential contractors, or parties to sub-agreements.
26. **Energy Efficiency** – The Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871). The contractor shall comply with all 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.
27. **Termination** – The District, by written notice, may terminate the Contract at any time, in whole or in part, when it is in the District’s or federal government’s interest. If this Contract is terminated for any reason, the District shall be liable only for payment under this Contract for services rendered or goods provided before the effective date of termination.
28. **Materials** -- If applicable, all materials peculiar to the Work of Contractor under this Contract is the property of the District, for its exclusive use and re-use without further compensation and without restriction. Upon completion of the Work, or at such other time as the District requires, Contractor shall deliver to the District a complete, reproducible set of all such materials. For copyright ownership under the Federal Copyright Act, Contractor conveys to District and waives all rights, title and interest to all such materials in written, electronic or other form, prepared under this Agreement. District shall have worldwide reprint and reproduction rights in all forms and in all media, free of any claims by the contractor.
29. **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.