

The School District of Collier County, Florida (SDCC)**ATTACHMENT 1 – ADDITIONAL Terms and Conditions for FEDERALLY FUNDED PURCHASE ORDERS**

Funding for the attached purchase order (PO) is being provided in whole or in part by a federal government agency, either paid for directly or a reimbursement. As a result, seller shall comply with applicable laws, regulations, executive orders and governmental agency rules and policies included but not limited to the Federal Government's Code of Federal Regulations (CFR), which include but are not limited to:

1. **Equal Employment Opportunity** -During the performance of this contract, the contractor agrees as follows (CFR 60-1.4 Equal Opportunity Clause):
 - a) 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.
 - b) 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.
 - c) 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.
 - d) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e) 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.
 - f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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.
 - h) The contractor will include the provisions of paragraphs (a) through (h) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
2. **Civil Rights** - The contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.
3. **Davis-Bacon Act as amended** ([40 U.S.C. 3141-3148](#)) – All prime construction contracts in excess of \$2,000 shall be

in 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 contractor or non-Federal entity must report all suspected or reported violations to the Federal awarding agency and the SDCC concurrently.

4. **Copeland “Anti-Kickback” Act** – The contractor certifies that it is and will continue to be in 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 Contractor or non-Federal entity must report all suspected or reported violations to the Federal awarding agency and the SDCC concurrently.
5. **Contract Work Hours and Safety Standards Act** – The Contractor certifies that it is and will continue for the term of this contract, to be in compliance with the 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 will be in 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.
6. **Rights to Inventions Made Under a Contract or Agreement.** If this order/contract 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.
7. **Clean Air Act & Federal Water Pollution Control Act** – The Contractor certifies that it is and will continue for the term of this contract, to be in compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations must be reported to the Federal awarding agency, the Regional Office of the Environmental Protection Agency (EPA), and the SDCC concurrently.
8. **Debarment & Suspension** - The Contractor certifies that it is and will continue for the term of this contract, to be in compliance with the Debarment and Suspension (Executive Orders 12549 and 12689) (reference 2 CFR 180.220) and that it is not 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.
9. **Byrd Anti-Lobbying Amendment** - The Contractor certifies that it is and will continue for the term of this contract, to be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and agrees for any contract that exceeds \$100,000 it 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 contract/award.
10. **Procurement of Recovered Materials** - The Contractor certifies that it is and will continue for the term of this contract, to be in compliance with Procurement of Recovered Materials (2 CFR, 200.323). A non-Federal entity 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. 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.

11. **Prohibition on Certain Telecommunications & Video Surveillance** - The Contractor certifies that it is and will continue for the term of this contract, to be in compliance with the Prohibition on Certain Telecommunications and Video Surveillance services or equipment (2 CFR, 200.216).
12. **Domestic Preferences for Procurements** - The Contractor certifies that it is and will continue for the term of this contract, to be in compliance with the Domestic preferences for Procurements (2 CFR, 200.322), which states:
 - (a) As appropriate and to the extent consistent with law, this order has given preference to the purchase of all use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
 - (b) For purposes of this section:
 - i. "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.
 - ii. "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.
13. **Access to Records** – Pursuant to 34CFR 80.36, and FS 257.36, all vendors must retain all records pertaining to this contract for five (5) years after SDCC makes the final payments and all other pending matters are closed. Furthermore, the SDCC or its representative reserves the right to inspect and/or audit all the contractor's documents, records, and/or findings of the products and services delivered under this agreement, at any time during the contract. The contractor(s) will be notified of any such audit/inspection(s) to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights, duties, and obligations established by this agreement. Documents/records in any form shall be open to the SDCC or its representatives and may include but are not limited to all correspondence, ordering, payment, payroll information, inspection and receiving records, and contracts or subcontracts that directly or indirectly pertain to the transactions between the SDCC and contractor(s).
14. **Drug Free Workplace** – The contractor agrees to comply with the drug-free workplace requirements for federal contractors pursuant to 41 USCA 8102.
15. **Energy Policy and Conservation Act** – The contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
16. **Scrutinized Companies** - The contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the scrutinized companies list as outlined in FS 287.4725 and are in compliance with FS 287.135. If during the contract it is discovered the contractor or any of its affiliates is placed on said list, then the SDCC reserves the right to terminate the contract.
17. **Prohibitions of Gratuities** - The contractor certifies that no SDCC employee has or shall benefit financially or materially from the contract. This contract may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.
18. **Buy American** – SDCC shall procure any agricultural commodity and/or food product, to the maximum extent practicable, that is produced/processed in the United States per 7CFR 201.21. Furthermore, except in instances where certain food commodities or products are not available from production in the United States:
 - (a) No food items covered by this contract are to be imported, imported and repacked, or imported and labeled with an American Processor or Distributor's.
 - (b) All American and Genuine Florida meats or meat products shall be granted preference as allowed by Section 287.082 FS.