

## Vendors awarded contracts under Federal funds

A grantee's and sub-grantee's contracts must contain certain provisions. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy to include, but not limited, to those below.

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (contracts more than the simplified acquisition threshold).
2. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement (all contracts in excess of \$10,000).

3. 

Compliance with the Copeland "Anti-Kickback" Act, 18 U.S.C. 874, as supplemented in Department of Labor Regulations, 29 CFR Part 3 (all contracts and sub-grants for construction or repair).

5. Compliance with the Davis-Bacon Act, (40 U.S.C. 3141-3144 & 3146-3148) as supplemented by Department of Labor Regulations, 29 CFR Part 5 (construction contracts in excess of \$2,000 awarded by grantees and sub-grantees when required by Federal FM, 29 CFR Part 5 (Department of Labor Regulations) by grantees and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract (37 CFR Part 401).
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Retention of all required records for five (5) years after grantees or sub-grantees make final payments and all other pending matters are closed.
12. If over \$150,000, compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42U.S.C. 7401-7671q), Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Violators must be reported to Federal awarding agency and EPA.
13. 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 (42 U.S.C. 6201).
14. If over \$25,000, prospective bidder certifies by submission and signature of this bid that the bidder complies fully with the Federal Debarment Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549. If unable to certify, the bidder certifies that no employee of grantee/sub-grantee shall benefit financially or materially from such bid or subsequent contract. Any resultant contract awarded from such bid, can be terminated.
20. If over \$100,000, vendor certifies that it (and its subcontractors/sub-vendors through separate certification) will not and has not used Federal funds to pay any person/organization for attempting to influence an agency

officer/employee, Congress member/employee in attempting to obtain any Federal contract, grant or other award (Byrd Anti-Lobbying Amendment).

21. Vendor certifies that bid prices have been arrived at independently with consultation, communication or agreement for purposes of restricting competition.
22. If over \$10,000, complies with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (40 CFR part 247).
23. Protest procedures per Section 120, Florida Statutes.
24. Civil Rights – As applicable, 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.
25. Debarment and Suspension -- The prospective bidder certifies, by submission and signature of this bid, that the bidder complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80-0013).
  - a. The prospective lower tier (\$25,000) participant certifies, by submission and of this bid, that neither it nor its principa

## TRUTH AND ACCURACY STATEMENT

(ii)(A) The contracting officer shall require that any class of

rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to The Charlotte County Public School Board if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Granting Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need

provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice

receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages



