

# **1. Subcontract Requirements**

The Subrecipient agrees to include in every subcontract the following provisions:

1. The subcontractor is bound by the terms of this Agreement.
  2. The subcontractor is bound by all applicable state and federal laws and regulations.
  3. The subcontractor shall hold FDEM and the Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
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## **2. Conflict of Interest**

### **2.1 Standards of Conduct**

As required by 2 C.F.R. § 200.318(c)(1), the Subrecipient shall 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.

### **2.2 Exclusion from Competition**

As required by 2 C.F.R. § 200.319(b), contractors that develop or draft specifications, requirements, statements of work, invitations for bids, or requests for proposals shall be excluded from competing for such procurements.

The Subrecipient or pass-through entity shall disclose to FDEM, in writing, any real or potential conflict of interest that may arise during the administration of the Federal award, as defined by federal statutes, regulations, or existing policies, within five (5) days of learning of the conflict.

For purposes of this Agreement, a "conflict of interest" includes any situation where an employee, officer, or agent; any member of his or her immediate family; or his or her partner has a close personal, business, or professional relationship with a recipient or Subrecipient.

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## **3. Competition**

As required by 2 C.F.R. § 200.319(a), Subrecipients shall conduct procurement under this Agreement in a manner providing full and open competition.

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# **EQUAL OPPORTUNITY EMPLOYMENT**

In accordance with 41 C.F.R. § 60-1.4(b), the Subrecipient agrees that it shall incorporate, or cause to be incorporated, into any contract for construction work (or modification thereof), as defined in 41 C.F.R. Chapter 60, that is funded in whole or in part with federal funds, the following Equal Opportunity clause.

## **4. Equal Opportunity Clause**

During the performance of this contract, the contractor agrees as follows:

### **4.1 Nondiscrimination**

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Such action shall include, but not be limited to:

- Employment
- Upgrading
- Demotion
- Transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensation
- Selection for training, including apprenticeship

The contractor shall post in conspicuous places, available to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.

### **4.2 Employment Advertisements**

The contractor shall include in all solicitations or advertisements for employees a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

### **4.3 Compensation Disclosure Protection**

The contractor shall not discharge or otherwise discriminate against any employee or applicant because such employee or applicant has inquired about, discussed, or disclosed compensation information.

This provision does not apply to employees who disclose compensation information obtained through essential job functions, unless the disclosure is:

- In response to a formal complaint or charge;
- In furtherance of an investigation, proceeding, hearing, or action; or
- Consistent with the contractor's legal duty to furnish information.

#### **4.4 Labor Union Notice**

The contractor shall send notice of its commitments under this section to each labor union or workers' representative with which it has a collective bargaining agreement and shall post copies in conspicuous places available to employees and applicants.

#### **4.5 Compliance with Executive Order 11246**

The contractor shall comply with:

- Executive Order 11246 (September 24, 1965);
- All rules, regulations, and orders of the Secretary of Labor.

The contractor shall furnish all required information and reports and permit access to its books, records, and accounts for compliance investigations.

#### **4.6 Noncompliance**

If the contractor fails to comply with the nondiscrimination clauses or applicable rules and regulations, the contract may be canceled, terminated, or suspended in whole or in part. The contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with Executive Order 11246 and applicable law.

#### **4.7 Subcontracts**

The contractor shall include these provisions in every subcontract or purchase order unless exempted by regulation, so that such provisions are binding upon each subcontractor or vendor.

The contractor shall take action with respect to subcontracts as directed by the administering agency to enforce compliance, including sanctions.

If litigation arises due to such direction, the contractor may request that the United States enter into the litigation to protect federal interests.

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# MANDATORY CONTRACT PROVISIONS

Any contract or subcontract funded under this Agreement shall contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200.

It is the responsibility of the Subrecipient to include all required provisions.

## 5. Appendix II to Part 200

### Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

All contracts made by a non-federal entity under a federal award shall contain provisions covering the following, as applicable:

#### 5.1 Remedies

Contracts exceeding the federal acquisition threshold (as determined under 41 U.S.C. § 1908) shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and shall provide for appropriate sanctions and penalties.

#### 5.2 Termination

All contracts in excess of \$10,000 shall address termination for cause and termination for convenience by the non-federal entity, including the manner of effect and the basis for settlement.

#### 5.3 Equal Employment Opportunity

All contracts meeting the definition of “federally assisted construction contract” under 41 C.F.R. Part 60-1.3 shall include the Equal Opportunity clause under 41 C.F.R. § 60-1.4(b), in accordance with:

- Executive Order 11246
- Executive Order 11375
- 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs)

#### 5.4 Davis-Bacon Act (When Applicable)

When required by federal program legislation, prime construction contracts in excess of \$2,000 shall include provisions for compliance with:

- Davis-Bacon Act (40 U.S.C. §§ 3141–3148)
- 29 C.F.R. Part 5 (Labor Standards Provisions)

Contractors must:

- Pay prevailing wages as determined by the Secretary of Labor;
- Pay wages not less than once per week;
- Accept applicable wage determinations as a condition of contract award.

The non-federal entity must:

- Include current wage determinations in solicitations;
- Report suspected or reported violations to the federal awarding agency.

### **5.5 Copeland “Anti-Kickback” Act**

Contracts shall include provisions for compliance with the Copeland Anti-Kickback Act (40 U.S.C. § 3145) and 29 C.F.R. Part 3.

Contractors and Subrecipients are prohibited from inducing any person employed on public works projects to give up any part of the compensation to which they are entitled.

The non-federal entity shall report all suspected or reported violations to the federal awarding agency.