



SPECIAL TERMS AND CONDITIONS – ALL FEDERALLY FUNDED CONTRACT AWARDS

In addition to the City of Ocala's General Terms and Conditions and other provisions required by the funding agency, all contract awards made by the City of Ocala, a non-Federal entity, shall be governed by the following provisions required under Appendix II to 2 CFR, Part 200, as applicable. These Special Terms and Conditions shall have precedence over the City's General Terms and Conditions and any terms and conditions set forth in the solicitation that may be in variance or conflict with these Special Terms and Conditions.

1. **REMEDIES FOR VIOLATION OR BREACH OF CONTRACT.** Remedies for violation or breach are addressed under Paragraph 67 of the City's General Terms and Conditions.
2. **TERMINATION FOR CAUSE OR CONVENIENCE.** Termination for cause and convenience are addressed under Paragraph 67 of the City's General Terms and Conditions.
3. **EQUAL EMPLOYMENT OPPORTUNITY.** (Applies to agreements between the City and any Vendor for construction work which is paid for in whole or in part with federal funds.) During the performance of this Contract, Contractor agrees as follows:
 - (a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. 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) 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) 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, proceedings, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - (d) Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (e) 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) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its/his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



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- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction 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) Contractor will include the portion of the sentence immediately preceding paragraph (a) herein and the provisions of the subparagraphs contained within this entire section in every subcontract or contract 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 Contractor. The Contractor will take such action concerning any subcontract or contract as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- (1) Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. **DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT.** (Applies to all prime construction contracts in excess of \$2,000 for the actual construction, alteration, and/or repair of a public building or public work, or building or work financed in whole or in part from Federal funds, in accordance with guarantees of a Federal agency, or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant, or annual contribution.)
- (a) **Davis Bacon Act.** All vendors, contractors, and subcontractors must comply with the provisions of 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"). Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at www.dol.gov. Contractor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Contractor is conditioned upon Contractor's acceptance of the wage determination. The City shall report all suspected or reported violations to the Federal awarding agency.
- (b) **Copeland "Anti-Kickback" Act.** Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractor 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 sub-recipient 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 City shall report all suspected or reported violations to the Federal awarding agency.
5. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT.** (Applies to all contract awards in excess of \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) All vendors, contractors, and subcontractors must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (20 CFR Part 5).



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- (a) 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.
- (b) 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.
6. **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 sub recipient 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 sub recipient 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 AND FEDERAL WATER POLLUTION CONTROL ACT.** (Applies all contract awards and subcontracts in excess of \$150,000.) All vendors, contractors, and subcontractors must 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 shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. **DEBARMENT AND SUSPENSION.** (Applies all contract awards.) No contract award shall 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.
9. **BYRD ANTI-LOBBYING AMENDMENT.** (Applies all contract awards and subcontracts in excess of \$100,000.) Contractors who apply or bid for an award of more than \$100,000 shall file a Byrd Anti-Lobbying Certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.
10. **PROCUREMENT OF RECOVERED MATERIALS.** (Applies all contract awards 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.) As a non-Federal entity that is a political subdivision of the state of Florida, the City of Ocala and all vendors, contractors, and subcontractors 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;



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and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** (Applies all contract awards.) As a recipient and subrecipient of federal funds, the City of Ocala and its vendors, contractors and subcontractors:
- (a) As a recipient and subrecipient of federal funds, the City of Ocala and all vendors, contractors and subcontractors are prohibited from obligating or spending loan or grant funds to (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (1) 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).
 - (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (3) 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.
 - (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall 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 communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - (c) By submitting the electronic response to this solicitation, Vendors are certifying that they have carefully read the solicitation documents, including any addenda, exhibits, attachments, and/or appendices in their entirety and agrees that to the best of his/her knowledge, no pages or parts of the documents appear to have been omitted and that Vendor fully understands, accepts, and agrees to fully comply with the requirements and conditions set forth therein.
 - (d) See Public Law 115-232, section 889 for additional information.
 - (e) See also, § 200.471.
12. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** (Applies all contract awards.) As appropriate and to the extent consistent with law, the City of Ocala should, to the greatest extent practicable under a Federal award, 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 contracts and purchase orders for work or products under this award.
- (a) For the purposes of this section:



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- (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.