

**Exhibit D**  
Federal Compliance Requirements

**COMPLIANCE WITH 2 C.F.R. PART 200, APPENDIX II**  
(SUPPLEMENTAL PROVISIONS APPLICABLE TO PROCUREMENTS  
FUNDED IN WHOLE OR IN PART THROUGH ANY FEDERAL AWARD OR GRANT)

The Successful Contractor shall be required to adhere to the requirements set forth in this Exhibit, which may be incorporated into the Contract resulting from \_\_\_\_\_ (the "Bid"). References to "MUNICIPALITY" shall refer to the City of Deerfield Beach, Florida, and references to "CONTRACTOR" shall refer to the Contractor awarded the Bid.

**CONTRACTOR AGREES TO ABIDE BY THE FOLLOWING REQUIREMENTS:**

**I. EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR must comply with Executive Order 11246 (3 CFR, 1964-1965 Comp., p. 339), "Equal Employment Opportunity," as amended by Executive Order 11375 (3 CFR, 1966-1970 Comp., p. 684), "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." In accordance with such requirements, 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of 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, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

D. 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 CONTRACTOR's

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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. 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 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 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 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. CONTRACTOR will include the provisions of subparagraphs (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. 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**II. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CONTRACTS IN EXCESS OF \$100,000 THAT INVOLVE THE EMPLOYMENT OF MECHANICS OR LABORERS)**

A. Overtime requirements. Neither CONTRACTOR or subcontractors contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic 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.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONTRACTOR and such 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 shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of

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\$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. MUNICIPALITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of CONTRACTOR or such subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**III. COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACTS**

A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. CONTRACTOR agrees to report each violation to MUNICIPALITY and understands and agrees that MUNICIPALITY will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

**FEDERAL WATER POLLUTION CONTROL ACT**

A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. CONTRACTOR agrees to report each violation to MUNICIPALITY and understands and agrees that MUNICIPALITY will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, FEMA, and the appropriate Environmental Protection Agency Regional Office.

C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

**IV. ENERGY EFFICIENCY**

**CONTRACTOR and each subcontractor shall comply with 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).**

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**V. SUSPENSION AND DEBARMENT**

Federal regulations restrict MUNICIPALITY from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. Accordingly, a contract or subcontract must not be made with any parties listed on the System for Award Management (“SAM”) Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this Contract and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) CONTRACTOR must verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov and complete the Debarment Certification attached hereto. This certification is a material representation of fact relied upon by MUNICIPALITY. If it is later determined that CONTRACTOR failed to comply, in addition to remedies available to the Florida Division of Emergency Management and MUNICIPALITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**VI. CERTIFICATION REGARDING LOBBYING (CONTRACTS EXCEEDING \$100,000.00)**

Contractor must complete the required Lobbying Certification attached hereto. Each tier must also certify 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 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.

**VII. PROCUREMENT OF RECOVERED MATERIALS**

(1) In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the Contract performance schedule;
- (ii) Meeting Contract performance requirements; or
- (iii) At a reasonable price.

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(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

**VIII. ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

- A. CONTRACTOR agrees to provide MUNICIPALITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Contract.

**IX. RETENTION OF RECORDS**

CONTRACTOR shall retain all required records for at least five years after MUNICIPALITY makes final payment and all other pending matters are closed.

**X. DHS SEAL, LOGO AND FLAGS**

CONTRACTOR shall not use the U.S. Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**XI. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund some of all of the services required under this Contract. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**XII. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the MUNICIPALITY, CONTRACTOR, or any other party pertaining to any matter resulting from the Contract.

**XIII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this Contract.

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**XIV. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

(1) Affirmative steps for the prime contractor to take regarding subcontractors must include:

- (a) Plan to utilize small and minority businesses and women's business enterprises on the contract.
- (b) Assume that small and minority businesses and women's business enterprises are selected when awarding a potential subcontract.
- (c) Develop subcontract requirements which, economically feasible, include tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- (d) Establishing delivery schedules where the requirement permits which encourage participation by small and minority businesses and women's business enterprises.
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(2) Contractor shall sign the Statement of Compliance - Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

**XV. REMEDIES**

When CONTRACTOR's work does not conform to the requirements stated herein completely, a deficiency exists. If a deficiency is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

A. Corrective Actions. If a deficiency[ies] is/are identified, CONTRACTOR must take action to correct those deficiencies using one, or in some cases a combination of, the following:

- (1) Stop Unsafe Work. MUNICIPALITY's authorized agent may immediately stop work on the portion of the job affected, until it is corrected.
- (2) Issue a Stop Work Order. If MUNICIPALITY's authorized agent determines the deficiency is serious, MUNICIPALITY can issue a stop work order.
- (3) Reduced Value Deduction. MUNICIPALITY may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by MUNICIPALITY or another contractor rather than CONTRACTOR. The amount of the deduction is equal to the value of the service(s) not performed. MUNICIPALITY may discuss corrective actions with CONTRACTOR to prevent future occurrences.

B. MUNICIPALITY's authorized agent will notify CONTRACTOR, in writing, of any observed noncompliance with Federal, State, or local laws or regulations. Such notice, when delivered to CONTRACTOR at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, CONTRACTOR must immediately inform MUNICIPALITY's authorized agent of proposed corrective action and take such action as may be approved. If CONTRACTOR fails or

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refuses to comply promptly, MUNICIPALITY's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by CONTRACTOR.

**XVI. DISPUTE RESOLUTION**

A. Any controversy, claim or dispute between MUNICIPALITY and CONTRACTOR arising out of this Contract or any arrangements relating hereto, whether based on contract, tort or other legal theory, arising out of, in the breach hereof or related to this Contract shall be resolved in accordance with the procedures specified in this Section, which shall be the sole and exclusive procedures for the resolution of any such disputes, unless otherwise agreed upon by MUNICIPALITY and CONTRACTOR in writing pursuant to (C) below.

B. Process of Dispute Resolution

(1) Negotiation. Representatives of MUNICIPALITY and CONTRACTOR shall attempt in good faith to resolve any and all disputes arising out of or relating to this Contract promptly by negotiation between representatives who have authority to settle the controversy. Either MUNICIPALITY or CONTRACTOR may request negotiation regarding any dispute by providing the other with a written request for negotiation. Within fifteen (15) days after delivery of the written request, the receiving party shall submit a written response. Within thirty (30) days after the delivery of the initial written request for negotiation, the representatives of MUNICIPALITY and CONTRACTOR shall meet at a mutually acceptable time and place, or by telephone if both parties agree, to attempt to resolve the dispute. All negotiations will be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

(2) Mediation. If the dispute has not been resolved by negotiation within forty-five (45) days after delivery of the initial written request for negotiation, or if the parties agree in writing to forego negotiation, the parties shall endeavor to settle the dispute by mediation. The parties shall in good faith agree on a mediator and each party shall bear its own costs and one-half the costs of the mediator. The format of the mediation, type of decision and scope of discovery shall be established by the mediator and the parties. The mediation conference shall take place in Broward County, Florida. The mediation process and any materials exchanged therein are confidential.

C. MUNICIPALITY and CONTRACTOR agree that by written mutual agreement, they may forego the dispute resolution provisions as set forth in this section and proceed with litigation or other court proceedings pursuant to their written mutual agreement. The parties expressly agree that this Section is not in any way intended to constitute a waiver of any immunities from suit or from liability that the parties or MUNICIPALITY has by operation of law. Florida Law shall govern any dispute arising out of this Contract and exclusive venue shall lie in Broward County, Florida.

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**XVII. DAVIS-BACON ACT (PRIME CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000)**

Contractor shall comply with the requirements of the Davis-Bacon Act as set forth in 29 C.F.R. §5.5. Contractor shall sign the Statement of Compliance (Davis-Bacon Act) form.

**XVIII. COPELAND ANTI-KICKBACK ACT (PRIME CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000)**

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."





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**BYRD ANTI LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

**To be submitted with each bid or offer exceeding \$100,000.00**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

Date \_\_\_\_\_

