

WASHINGTON COUNTY SCHOOL DISTRICT
FEDERAL GRANT CONTRACT TERMS AND CONDITIONS

Effective Date: July 2025

These Federal Grant Contract Terms and Conditions apply to every solicitation, purchase order, contract, subcontract, and resulting award that is funded in whole or in part with federal grant funds. By accepting an award, the contractor acknowledges these requirements and agrees to maintain compliance throughout the contract term.

For purposes of this document, "**District**" means Washington County School District, located in Chipley, FL. "**Contractor**" includes the successful bidder, vendor, supplier, consultant, service provider, and any applicable subcontractor or subrecipient.

1. Employment Eligibility and Unauthorized Labor

The Contractor shall comply with all applicable federal and Florida laws governing employment eligibility and prohibiting the employment or continued employment of individuals who are not authorized to work in the United States.

The Contractor shall not knowingly employ an unauthorized worker. The Contractor and its subcontractors shall use E-Verify when required by applicable law or the contract. A violation may constitute grounds for termination or cancellation of the award.

2. Recovered Materials

Applicable to purchases exceeding \$10,000 when required by [2 CFR § 200.323](#) and applicable EPA requirements.

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. When applicable, the Contractor shall:

- Supply designated items containing the highest practicable percentage of recovered materials consistent with satisfactory competition, performance, availability, and price.
- Comply with applicable procurement guidelines issued by the Environmental Protection Agency under [40 CFR Part 247](#).
- Provide solid-waste-management services in a manner that maximizes energy and resource recovery.
- Participate in and support any required affirmative procurement program for EPA-designated recovered-material products.

3. Drug-Free Workplace

The Contractor shall satisfy all applicable federal drug-free-workplace requirements, including [41 U.S.C. §§ 8101-8106](#) implementing regulations, when those requirements apply to the award.

The Contractor shall maintain any policies, notices, certifications, and compliance measures required for the duration of the contract.

4. Byrd Anti-Lobbying Requirements

Applicable to awards at or above \$100,000.

The Contractor shall comply with [31 U.S.C. § 1352](#) and applicable implementing regulations. The Contractor certifies that no federally appropriated funds have been or will be used to pay any person or organization for influencing or attempting to influence:

- An officer or employee of a federal agency.
- A member, officer, or employee of Congress.
- An employee of a member of Congress.

This prohibition applies when such activity concerns the award, continuation, renewal, amendment, modification, or extension of a federal contract, grant, loan, cooperative agreement, or other covered federal award.

The Contractor shall complete and submit all required certifications. Lobbying activities financed with nonfederal funds must be disclosed using the required federal form. The Contractor shall impose the applicable certification and disclosure requirements on covered lower-tier agreements.

5. Energy Efficiency and Conservation

The Contractor shall comply with all applicable mandatory energy-efficiency standards and conservation policies contained in Florida's energy-conservation plan or otherwise issued under the Energy Policy and Conservation Act, [42 U.S.C. § 6201 et seq.](#)

6. Clean Air and Water Requirements

Applicable to contracts and subgrants exceeding \$150,000.

The Contractor shall comply with all applicable standards, orders, and regulations issued under:

- The Clean Air Act, [42 U.S.C. §§ 7401-7671q.](#)
- The Federal Water Pollution Control Act, [33 U.S.C. §§ 1251-1387.](#)

The Contractor shall promptly report suspected or confirmed violations to the applicable federal awarding agency and the appropriate regional office of the Environmental Protection Agency. The Contractor shall provide concurrent written notice to the District within 30 calendar days after receiving notice of a violation, or sooner when required by law or the contract.

7. Remedies for Breach or Nonperformance

If the Contractor fails to deliver goods or perform services within the period established by the solicitation or contract, the District may issue written notice describing the deficiency.

Unless the circumstances require immediate action or the contract establishes a different period, the Contractor will have **five calendar days** after receiving notice to cure the deficiency. If the Contractor does not timely cure, the District may exercise any remedy permitted by the contract or law, including:

- Rejecting nonconforming goods or services.
- Withholding payment for deficient performance.
- Obtaining replacement goods or services from another source.
- Suspending or terminating the award.
- Recovering excess procurement costs and other allowable damages.
- Pursuing any other available administrative, contractual, or legal remedy.

When replacement goods or services are purchased from another source, the defaulting Contractor may be responsible for the difference between its contract price and the District's reasonable replacement cost.

8. Debarment and Suspension

The Contractor certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered federal transactions.

The Contractor shall comply with [2 CFR Part 180](#), the applicable federal agency's adoption of those regulations, and Executive Orders [12549](#) and [12689](#). The Contractor shall immediately notify the District if its eligibility status changes during the award.

Before entering a covered subcontract or lower-tier transaction, the Contractor shall verify the eligibility of the proposed subcontractor or participant and obtain any required certification.

9. Equal Employment Opportunity

When applicable to the contract, the Contractor shall comply with federal equal-employment-opportunity requirements, including the provisions incorporated under [41 CFR § 60-1.4](#) and other applicable federal laws and regulations.

A. Nondiscrimination

The Contractor shall not discriminate against an employee or applicant for employment on any basis prohibited by applicable law. The Contractor shall take required affirmative action to ensure equal treatment in recruitment, hiring, placement, promotion, demotion, transfer, compensation, layoff, termination, training, apprenticeship, and other terms and conditions of employment.

Required notices shall be posted in conspicuous locations accessible to employees and applicants.

B. Employment Solicitations

Employment advertisements and solicitations issued by or on behalf of the Contractor shall state, when required, that qualified applicants will receive consideration without unlawful discrimination.

C. Compensation Discussions

The Contractor shall not unlawfully discharge or otherwise discriminate against an employee or applicant because that person inquired about, discussed, or disclosed compensation.

This protection does not necessarily apply when an employee with authorized access to another person's compensation information discloses it to someone who otherwise lacks access, except when the disclosure:

- Responds to a formal complaint or charge.
- Supports an investigation, proceeding, hearing, or legal action.
- Is consistent with the Contractor's legal obligation to provide information.

D. Notice to Labor Organizations

The Contractor shall provide each labor union or employee representative with which it has a collective bargaining agreement or other understanding any notice required by the contracting officer. The Contractor shall also post copies where employees and applicants can readily view them.

E. Compliance With Applicable Orders

The Contractor shall comply with applicable provisions of [Executive Order 11246](#), as amended or otherwise made applicable, and with valid rules, regulations, and orders administered by the Secretary of Labor.

F. Records and Access

The Contractor shall furnish required information and reports and permit authorized representatives of the District, the federal awarding agency, and the U.S. Department of Labor to examine relevant books, records, and accounts to determine compliance.

G. Consequences of Noncompliance

Failure to comply with applicable nondiscrimination requirements may result in cancellation, suspension, or termination of the contract, ineligibility for future awards, and any other sanctions or remedies authorized by law.

H. Subcontracts and Purchase Orders

The Contractor shall include all applicable equal-employment-opportunity provisions in each covered subcontract and purchase order unless an authorized exemption applies. The Contractor shall take required action to enforce these provisions and shall cooperate with lawful directions issued by the responsible federal authority.

10. Copeland Anti-Kickback Act

For federally financed or assisted construction, alteration, completion, or repair work, the Contractor shall comply with the Copeland Anti-Kickback Act, [18 U.S.C. § 874](#) and [40 U.S.C. § 3145](#), and Department of Labor regulations at [29 CFR Part 3](#).

The Contractor and its subcontractors shall not induce any worker, by any means, to surrender any portion of the compensation to which that worker is entitled. The Contractor shall maintain and submit payroll statements and related records when required.

Suspected or reported violations shall be promptly reported to the District and the applicable federal awarding agency.

11. Davis-Bacon Act and Prevailing Wages

When the Davis-Bacon Act applies to a federally funded or assisted construction contract, the Contractor shall comply with [40 U.S.C. §§ 3141-3144](#) and [3146-3148](#) and Department of Labor regulations at [29 CFR Part 5](#).

The Contractor shall:

- Pay covered laborers and mechanics no less than the applicable prevailing wage and fringe-benefit rates.
- Pay covered workers at least once each week.
- Comply with the wage determination incorporated into the solicitation and contract.
- Display or distribute required wage and workplace notices.
- Maintain and submit complete and accurate certified payroll records.
- Include the applicable labor standards and wage determination in covered subcontracts.
- Report suspected or confirmed violations to the District and the responsible federal agency.

Acceptance of a covered award constitutes acceptance of the incorporated wage determination. The Contractor remains responsible for compliance by its subcontractors.

12. Contract Work Hours and Safety Standards Act

When applicable, the Contractor shall comply with the Contract Work Hours and Safety Standards Act, including [40 U.S.C. §§ 3701-3708](#), and Department of Labor regulations at [29 CFR Part 5](#).

For covered work, wages shall be calculated on a standard 40-hour workweek. A covered laborer or mechanic who works more than 40 hours in a workweek must receive compensation for the excess hours at a rate of at least one and one-half times the worker's basic rate of pay.

The Contractor shall maintain required payroll and time records and shall be responsible for applicable liabilities or penalties arising from violations.

These requirements generally do not apply to purchases of supplies, materials, or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence, except as otherwise provided by law.

13. Health and Safety in Construction

For covered construction work, the Contractor shall not require a laborer or mechanic to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous.

The Contractor shall comply with [40 U.S.C. § 3704](#) and all applicable federal, state, and local occupational-safety requirements. The Contractor shall take reasonable measures to identify and correct hazardous conditions and shall require its subcontractors to follow equivalent standards.

Contractor Certification

By signing below or accepting a purchase order or award that incorporates these terms, the Contractor certifies that:

1. It has reviewed and understands these Federal Grant Contract Terms and Conditions.
2. It will comply with all provisions applicable to the award.
3. It will promptly disclose any actual or suspected violation to the District.
4. It will obtain and retain all required certifications and supporting records.
5. It will impose applicable requirements on subcontractors and lower-tier participants.
6. It understands that material noncompliance may result in withholding of payment, suspension, termination, debarment referral, recovery of funds, or other lawful remedies.

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District policies: https://www.wcsdschools.com/board-policies_1