

EXHIBIT P- REQUIRED FEDERAL CLAUSES (2 CFR PT. 200 APP. II)

1. FEDERAL CONTRACT PROCEDURES (2 CFR PT. 200 APP. II(A))

- a. All requirements listed in 2 CFR Part 200, Appendix II shall apply to this Agreement.

2. TERMINATION (2 CFR PT. 200, APP. II (B))

a. Termination for Cause

- i. Any violation or breach of terms of this Agreement on the part of the Contractor or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this agreement.
- ii. The Town will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. The Town reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Town elects to terminate the contract. The Town's notice will identify a specific date by which the Contractor must correct the breach. The Town may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Town's notice.
- iii. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

b. Termination for Convenience

- i. The Town may, by written notice to the Contractor, terminate this Agreement for its convenience and without cause or default on the part of Contractor. Upon receipt of the notice of termination, except as explicitly directed by the Town in writing, the Contractor must immediately discontinue all services affected.
- ii. Upon termination of the Agreement, the Contractor must deliver to the Town all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Contractor under this Agreement, whether complete or partially complete.
- iii. The Town agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- iv. The Town further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

3. EQUAL EMPLOYMENT OPPORTUNITY (2 CFR PT. 200, APP. II (C))

- a. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- b. This provision binds Contractor from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- c. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the equal opportunity clause provided by 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246 as amended by Executive Order 11375 (32 F.R. 14303) which are hereby incorporated by reference pursuant to 41 C.F.R. § 60-1.4(d) and made a part of this Agreement.
- d. The Contractor must comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- e. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The 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 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. The 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.
- f. The 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 or national origin.
- g. The Contractor will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- h. In all solicitations, either by competitive bidding, or negotiation made by the Contractor of work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- i. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town or the Bureau of Reclamation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Town or the Bureau of Reclamation, as appropriate, and will set forth what efforts it has made to obtain the information.
- j. In the event of a Contractor's noncompliance with the non-discrimination provisions of this Agreement, the Town will impose such contract sanctions as it or the Bureau of Reclamation may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or cancelling, terminating, or suspending a contract, in whole or in part.
- k. The Contractor will include the provisions of paragraphs (a) through (j) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Town or the Bureau of Reclamation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Contractor may request the Town to enter into any litigation to protect the interests of the Town. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

4. DAVIS BACON ACT, AS AMENDED (40 U.S.C. 3141-3148). (2 CFR PT. 200, APP. II 200 (D))

- a. The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148), as supplemented by Department of Labor regulations, 29 C.F.R. Pt. 5.

- i. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
 - ii. Additionally, Contractors are required to pay wages not less than once a week.
- b. The Contractor must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by the Department of Labor Regulations, 29 C.F.R. Pt. 3.
 - i. The Contractor, and each subrecipient, is prohibited from inducing, by any means, any person employed in the course of this Agreement to give up any party of the compensation to which he or she is otherwise entitled.
 - ii. Breach of the Copeland “Anti-Kickback” Act provisions as set forth above may be grounds for termination of the Agreement, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- c. Federal Fair Labor Standards Act (Minimum Wage) (Reference: 29 USC § 201, *et seq.*). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- d. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor-Wage and Hour Division.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708) (2 CRF PT. 200, APP. II(E))

- a. The Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations, 29 CFR Pt. 5.
- b. The Contractor must 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.
- c. 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. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. ENVIRONMENTAL PROTECTION (2 CFR PT. 200 (G))

a. Clean Air Act

- i. The 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.
- ii. The Contractor agrees to report each violation to Town and understands and agrees that the Town will, in turn, report each violation to the appropriate Environmental Protection Agency Regional Office.
- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 issued under this Agreement.

b. Federal Water Pollution Control Act

- i. The 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.
- ii. The Contractor agrees to report each violation to Town and understands and agrees that the Town will, in turn, report each violation to the appropriate Environmental Protection Agency Regional Office.
- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 issued under this Agreement.

7. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12546 AND 12689) (2 CFR PT. 200 APP. II (H))

- a. The Department of the Interior regulations governing government-wide debarment and suspension (nonprocurement), adopt the common rule for the government-wide system of debarment and suspension for non-procurement activities, and are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Town of Taos agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.
- b. This Agreement is a covered transaction for purposes of 2 CFR Pt. 180 and 2 CFR Pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- c. The Contractor must comply with 2 CFR Pt. 180(C) and 2 CFR Pt. 3000(C), and must include a requirement to comply with these regulations in any lower

tier covered transaction it enters into.

- d. By submitting a bid under this solicitation, the successful bidder entering into this Agreement, the Contractor certifies that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency from participation in this transaction. This certification is a material representation of fact relied upon by Town. If it is later determined that the Contractor did not comply with 2 CFR Pt. 180(C) and 2 CFR Pt. 3000(C), in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- e. If it is later determined that the Contractor did not comply with 2 CFR Pt. 180(C) and 2 CFR Pt. 3000(C), in addition to remedies available to an alternative applicant or subrecipient of this Agreement, the Town may pursue available remedies, including but not limited to suspension and/or debarment.
- f. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under this Agreement is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:
 - i. Checking the System for Award Management at website: <http://www.sam.gov>
 - ii. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror).
 - iii. Inserting a clause or condition in the covered transaction with the lower tier contract.

8. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. §1352) (2 CFR PT. 200, APP. II (J))

- a. The Contractor shall require that any subcontractor files the certification required by 31 U.S.C. § 1352, including but not limited to certification of the following:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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.

- ii. 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.
- iii. 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.
- iv. 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.

9. PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.323) (2 CFR PT. 200 APP. II (J)).

- a. The Contractor shall comply with Section 6002 of the Resource Conservation and Recovery Act.
- b. The Contractor shall make maximum use of items designated in the guidelines of the EPA at 40 CFR Pt. 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. to meet contract performance requirements; or
 - iii. at a reasonable price.

10. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR § 200.216) (2 CFR PT. 200 APP. II (K))

- a. The Contractor and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. 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).
 - iv. 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).
 - v. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - vi. 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.

11. DOMESTIC PREFERENCES FOR PROCUREMENTS (2 CFR § 200.322) (2 CFR PT. 200 APP. II(L))

- a. In all subawards including all contracts and purchase orders for work or products under this award the Contractor shall include the following:
 - i. As appropriate and to the extent consistent with law, the Contractor 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 subawards including all contracts and purchase orders for work or products under this award.

- ii. For purposes of this section:
 - 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.

12. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

- a. Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (ref:<http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
- b. In support of this initiative, the Town encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the Project.

13. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR §175.15)

- a. The Contractor, its employees, subrecipients under this Agreement, and subrecipients’ employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
- b. The Town may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - i. is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - 1. Associated with performance under this award; or
 - 2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1400.
- c. If the Contractor is not a private entity: the Town may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - i. is determined to have violated an applicable prohibition in paragraph a.1 of this award; or
 - ii. has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - 1. Associated with performance under this award; or
 - 2. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1400.
- d. The Contractor must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

- i. The right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - ii. implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - iii. is in addition to all other remedies for noncompliance that are available to us under this award.
 - iv. the Contractor must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- e. Definitions. For purposes of this award term:
 - i. “Employee” means either:
 - 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii. “Private entity” means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25 and includes:
 - 1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - 2. A for-profit organization.
 - iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

14. DRUG-FREE WORKPLACE (2 CFR §182 AND §1401)

- a. The Department of the Interior regulations at 2 CFR § 1401—Government-wide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 *et seq.*, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR §182.
- b. During the performance of this Agreement, the Contractor agrees to:
 - i. provide a drug-free workplace for the Contractor's employees;
 - ii. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - iii. state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
 - iv. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

15. EDA REQUIRED CONTRACT PROVISIONS

16. SEE FOLLOWING PAGES