



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 2 – FEDERAL GRANT PROVISIONS

Grant Agreement Number:

Grantee Name:

1. **UTILIZATION OF SMALL, MINORITY, AND WOMEN'S BUSINESSES:** The Grantee agrees that affirmative steps will be taken to assure that qualified small, minority and women-owned businesses are used when possible as sources of supplies, construction, and services in the performance of grant-assisted Agreements and subcontracts. Affirmative steps taken shall include the following:
 - a. Include qualified small, minority and women-owned businesses on solicitation lists;
 - b. Assuring that small, minority and women-owned businesses are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority and women-owned businesses;
 - d. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women-owned businesses;
 - e. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the United States Department of Commerce, and the State Office of Small Business and Disabled Veteran Business Enterprise Certification; and
 - f. If the Grantee awards subcontracts, requiring the subcontractor(s) to take the affirmative steps in paragraphs A through E of this section.
2. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole, or in part, pursuant to this Agreement shall contain a disclosure statement indicating that the document, or written report, was prepared through Agreement with California Department of Fish and Wildlife (CDFW). The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.
3. **COMPLIANCE WITH FEDERAL REGULATIONS:** The Grantee understands that CDFW is obligated, in accordance with its assistance Agreement with the Federal Government, to comply with the provisions of federal regulations contained in the Uniform Guidance 2 Code of Federal Regulations (CFR) 200, and any conditions in this grant Agreement, and any amendments thereto. In order to ensure that CDFW can meet these obligations, the Grantee warrants, represents, and agrees that it and its subcontractors, employees, and representatives will comply with 1) all applicable provisions of 2 CFR 200; and 2) all general and special conditions contained in this Agreement. If requesting reimbursement for Indirect Cost Rate (ICR), a copy of the approved negotiated ICR must be submitted.
4. **COPYRIGHTS:** The Grantee agrees to, and does hereby grant to the Federal Government, a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 2 – FEDERAL GRANT PROVISIONS

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Grantee Name:

- a. The copyright in any work developed under this Agreement; and
- b. Any rights of copyright which the Grantee purchases, in whole or in part, with funds provided by this Agreement.

5. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM: The Grantee and all subcontractors shall maintain fiscal control and accounting procedures which are sufficient to:

- a. Permit preparation of reports required by 2 CFR 200 and statutes authorizing this grant.
- b. Permit tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

A requirement to this effect shall be placed in all subcontracts related to performance of work under this Agreement.

6. APPLICABLE COST PRINCIPLES: The cost principles for this Agreement are applicable as set forth below by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Contract Costs Principles and Procedures (48 CFR Part 31):

- a. 2 CFR Part 200 Subparts E and F – Cost Principles and Audit Requirements;
- b. 48 CFR Part 31 Subpart 31.7 – Contracts with Nonprofit Organizations

Funds provided under this Agreement shall not be used for payment of salaries to individual consultants retained by the Grantee, or any subcontractors in excess of the rate for Level 4, of the Federal Executive Schedule. The limit expressed herein does not include transportation and subsistence costs for necessary travel for work required under this Agreement.

7. CONTINGENT FUNDING: It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both Parties in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to CDFW by the United States Government for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 2 – FEDERAL GRANT PROVISIONS

Grant Agreement Number:

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restrictions, limitations, or conditions enacted by the Congress of any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for this Agreement, CDFW has the option to terminate this Agreement under the termination clause, or to amend this Agreement to reflect any reduction of funds.

CDFW has the option to invalidate this Agreement under the 30-day cancellation clause, or to amend this Agreement to reflect any reduction in funds.

- 8. ENVIRONMENTAL QUALITY:** The Grantee and subcontractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 1857(h), Section 508 of the Clean Air Act, Title 33 U.S.C. 1368 Executive Order 11738 and, Title 40 CFR part 15.

The Grantee shall comply with mandatory standards and policies related to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Conservation Act (Publ. L. 94-163).

- 9. RECYCLED PAPER:** The Grantee agrees to use recycled paper for all reports which are prepared as a part of this Agreement and delivered to CDFW. This requirement does not apply to reports which are prepared on forms supplied by the Federal Government. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

- 10. SINGLE AUDIT ACT:** To the extent applicable, the Grantee shall be subject to, and shall comply with, the provisions and requirements of the Single Audit Act of 1984 (Pub. L 98-502) and implementing policies, procedures and guidelines, including applicable circulars issued by the Federal OMB.

- 11. FEDERAL ASSURANCES:** It is further agreed that by signing this Agreement, the Grantee is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of CDFW on the basis of race, color, national origin, age, sex (in education activities) or disability.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 2 – FEDERAL GRANT PROVISIONS

Grant Agreement Number:
Grantee Name:

12. COMPLIANCE WITH FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY

ACT 2006 (FFATA): As a recipient of a federal contract, grant or other federal funds, CDFW is required under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) to report certain information about CDFW's contractors, grantees, and sub-recipients of that federal funding. The Grantee, as a sub-recipient of federal funds, agrees to provide CDFW with data required under FFATA, unless exempt under the act. Grantee shall complete the FFATA Certification form (DFW 868) and submit it as instructed, on or before execution of this agreement. If not exempt, the Grantee shall create a registration, or update its data if already registered, on the federal System for Award Management (SAM) at www.sam.gov. A Data Universal Numbering System number is required for the SAM registration, and must be included on the FFATA Certification form, unless exempted per the certification. Grantee agrees to update its SAM registration, and notify CDFW if there is a material change to its SAM data, or its exemption status changes.

13. TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

Recipients of a federal contract, grant or other federal funds, are prohibited to procure/obtain, and extend, re-new and/or enter into a new contract to procure 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. *Covered telecommunications* equipment is equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical surveillance of critical infrastructure and other nation security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahura Technology Company (or any subsidiary or affiliate of such entities) is prohibited. 2 CFR 200.216.

14. BUILD AMERICA, BUY AMERICA ACT: The Build America, Buy America (BABA) Act, enacted as part of the Bipartisan Infrastructure Law (BIL) on November 15, 2021, requires that all federally funded infrastructure projects awarded after May 14, 2022, use domestic sources of iron, steel, manufactured products, and construction materials produced in the United States. Infrastructure consists of public infrastructure projects and includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; buildings and real property. Infrastructure also consists of structures, facilities, and equipment that generate, transport, and distribute energy, including electric vehicle (EV) charging.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 2 – FEDERAL GRANT PROVISIONS

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Pursuant to Section 70914(c) of the BABA Act, CDFW may waive the Buy America preference where CDFW finds that:

- a. Applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- b. Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- c. Inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

Absent a waiver, all iron, steel, manufactured products, and construction materials permanently incorporated into an infrastructure project subject to the BABA requirements must be produced in the United States, with the exception of select construction materials (cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives), which are specifically excepted by the BABA statute.