**Federal Terms and Conditions**

1. Equal Employment Opportunity.

Except as otherwise provided under 41 CFR Part 60, to the extent that this Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3, Contractor agrees at all times during the term of this Agreement to comply with and abide by the following:

* 1. The equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.
  2. The regulations implementing the Equal Opportunity Clause at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.

1. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148).

To the Extent that this Agreement is for construction services (new construction or repair), Contractor agrees at all times during the term of this Agreement to comply with and abide by:

* 1. 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”), and that such terms and regulations are a part of this Agreement and incorporated herein by this reference. In accordance with the statute, contractors must 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. In addition, contractors must pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
  2. The terms of the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), and that such terms and regulations are a part of this Agreement and incorporated herein by this reference. The Act provides that each contractor or subrecipient 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

1. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

To the extent this Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, Contractor agrees at all times during the term of this Agreement to comply with and abide by the terms of the Contract Work Hours and Safety Standards Act codified at 40 U.S.C. 3701 et seq., as supplemented by Department of Labor regulations (29 CFR Part 5), and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.

Under 40 U.S.C. 3702 of the Act, each 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. 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.

1. Rights to Inventions Made Under a Contract or Agreement.

To the extent this Agreement meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 subrecipient 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, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.

1. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—

To the extent this Agreement is in excess of $150,000, Contractor agrees at all times during the term of this Agreement to comply with and abide by the 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). Contractor further agrees to report any violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

1. Debarment and Suspension (Executive Orders 12549 and 12689)

Contractor certifies that neither the Contractor nor any of Contractor’s agents, subcontractors or employees who may perform services under this Agreement are debarred, suspended or excluded from participation in any federal assistance programs in accordance with Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension,” and its implementing guidelines. Contractor agrees to immediately notify County if Contractor or any of Contractor’s agents, subcontractors or employees who may perform services under this Agreement become debarred, suspended or excluded from participation in federal assistance programs or federal contract transactions.

A contract award (see 2 CFR 180.220) must not 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.

1. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

To the extent this Agreement is in excess of $100,000, Contractor certifies that neither Contractor nor any of Contractor’s agents, subcontractors or employees who may perform services under this Agreement have used and nor will they use any 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.

Contractor agrees to immediately notify County if Contractor or any of Contactor’s agents, subcontractors or employees who may perform services under this Agreement influence or attempt to influence any 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.