1. **REQUIRED CLAUSES FROM U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**

The U.S. Department of Housing and Urban Development (HUD) requires that the following terms and conditions be incorporated in this solicitation and subsequent contract. By submitting a Proposal in response to this solicitation, the Proposer acknowledges and agrees to adhere to the Uniform Guidelines, found in 2 C.F.R. Part 200, Appendix II, and any HUD requirements, as applicable to this agreement.

1. **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

* 1. Contractor agrees to provide Lake County BOCC, the HUD 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.
  2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  3. Contractor agrees to provide the HUD Administrator or his authorized representatives’ access to construction or other work sites pertaining to the work being completed under the contract.

1. **ADDITIONAL SERVICES**

The Owner shall perform a cost or price analysis as required by 2 CFR 200.324 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement.

1. **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies 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.

1. **CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

* 1. The prospective participant certifies, by signing and submitting this bid or proposal, 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 any Federal 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 Federal 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.
  2. 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 31 U.S.C. 1352. 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.
  3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

1. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

Contractor agrees to comply with all applicable 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) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

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

This is an acknowledgement that HUD financial assistance will be used to fund the contract only. Contractor will comply with all applicable federal law, regulations, executive orders, HUD policies, procedures, and directives.

1. **CONSTRUCTION WAGE RATE REQUIREMENTS STATUTE**

40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction), formerly known as the Davis-Bacon Act provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor.

1. **CONTRACT ADJUSTMENT**

Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 2 CFR 200.324.

1. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
   1. Overtime requirements. No contractor or subcontractor 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-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.
   2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and 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 (1) of this section, in the sum of $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 (1) of this section.
   3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
   4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) 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 (1) through (4) of this section."
2. **COPELAND ANTI-KICKBACK ACT**

The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act shall contain a clause requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act.

1. **COPYRIGHTS AND RIGHTS IN DATA**

HUD has no regulations pertaining to copyrights or rights in data as provided in 2 CFR 200.315. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370), requires that contractors pay all royalties and license fees. Regulations at [37 CFR Part 401](https://www.ecfr.gov/current/title-37/part-401), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements shall apply. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

1. **DEBARMENT AND SUSPENSION** 
   1. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.**

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must certify the following, as required by the regulations implementing Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). Contractor’s certification is a material representation upon which the contract award was based.

* 1. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions**
  2. Instructions for Certification
     1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
     2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
     3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
     4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
     5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
     6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
     7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
     8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
     9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  3. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**
     1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
     2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

1. **ENERGY EFFICIENCY**

Pursuant to Federal regulations (24 CFR 85.36(i)(13) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the 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 (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

1. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this [contract](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=22edf9acbb0b836eba994727b86adedf&term_occur=1&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4), the [contractor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=11ed7b108f4f698848db076411872c73&term_occur=1&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) agrees as follows:

* 1. Contractor will not discriminate against any [employee](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=1&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or [applicant](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1341967f12aae2ba4918fc144e8e337a&term_occur=1&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that [applicants](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1341967f12aae2ba4918fc144e8e337a&term_occur=2&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) are employed, and that [employees](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=2&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) 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](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=c90b141e5ca9ade70830972dd155de53&term_occur=1&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or other forms of [compensation](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=9e151c776428125f672d5a88186d9d6c&term_occur=1&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4); and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to [employees](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=3&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) and [applicants](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1341967f12aae2ba4918fc144e8e337a&term_occur=3&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  2. [Contractor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=11ed7b108f4f698848db076411872c73&term_occur=5&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) will, in all solicitations/advertisements for [employees](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=4&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) placed by or on behalf of Contractor, state all qualified [applicants](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1341967f12aae2ba4918fc144e8e337a&term_occur=4&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  3. Contractor will not discharge or in any other manner discriminate against any [employee](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=5&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or [applicant](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1341967f12aae2ba4918fc144e8e337a&term_occur=5&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) for employment because such [employee](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=6&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or [applicant](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1341967f12aae2ba4918fc144e8e337a&term_occur=6&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) has inquired about, discussed, or disclosed the [compensation](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=9e151c776428125f672d5a88186d9d6c&term_occur=2&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) of the [employee](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=7&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or [applicant](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1341967f12aae2ba4918fc144e8e337a&term_occur=7&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or another [employee](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=8&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or [applicant](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1341967f12aae2ba4918fc144e8e337a&term_occur=8&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4). This provision shall not apply to instances in which an [employee](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=9&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) who has access to the [compensation information](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=032c994483f5d63a2bfcb34d7038870c&term_occur=1&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) of other [employees](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=11&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or [applicants](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1341967f12aae2ba4918fc144e8e337a&term_occur=9&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) as a part of such [employee](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=10&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4)'s [essential job functions](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=e5c9c9cc685d320604ebfce6cc586427&term_occur=1&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) discloses the [compensation](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=9e151c776428125f672d5a88186d9d6c&term_occur=3&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) of such other [employees](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=12&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or [applicants](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1341967f12aae2ba4918fc144e8e337a&term_occur=10&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) 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 the [contractor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=11ed7b108f4f698848db076411872c73&term_occur=8&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4)'s legal duty to furnish information.
  4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other [contract](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=22edf9acbb0b836eba994727b86adedf&term_occur=2&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or understanding, a notice to be provided by the [agency](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=7cfad1abc7ced3b5dd340d0911f44a60&term_occur=1&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) contracting officer, advising the labor union or workers' representative of Contractor’s commitments under section 202 [of Executive Order 11246](http://api.fdsys.gov/link?collection=cpd&doctype=executiveorder&docnum=11246&link-type=html) of September 24, 1965, and shall post copies of the notice in conspicuous places available to [employees](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=13&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) and [applicants](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1341967f12aae2ba4918fc144e8e337a&term_occur=11&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) for employment.
  5. Contractor will comply with all provisions [of Executive Order 11246](http://api.fdsys.gov/link?collection=cpd&doctype=executiveorder&docnum=11246&link-type=html) of September 24, 1965, and of the rules, regulations, and relevant orders of the [Secretary](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=9dcb89354548ed33e9b955efe87d855b&term_occur=1&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) of Labor.
  6. Contractor will furnish all information and reports required by [Executive Order 11246](http://api.fdsys.gov/link?collection=cpd&doctype=executiveorder&docnum=11246&link-type=html) of September 24, 1965, and by the rules, regulations, and orders of the [Secretary](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=9dcb89354548ed33e9b955efe87d855b&term_occur=2&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the [contracting agency](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=99c5a1ef85a4505c1176cb90df7bac4d&term_occur=2&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) and the [Secretary](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=9dcb89354548ed33e9b955efe87d855b&term_occur=3&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  7. In the event of Contractor’s non-compliance with the nondiscrimination clauses of this [contract](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=22edf9acbb0b836eba994727b86adedf&term_occur=3&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or with any of such rules, regulations, or orders, this [contract](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=22edf9acbb0b836eba994727b86adedf&term_occur=4&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) may be canceled, terminated or suspended in whole or in part and the [contractor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=11ed7b108f4f698848db076411872c73&term_occur=14&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) may be declared ineligible for further [Government contracts](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=e0852900dad232a42a9a724a7de3ee83&term_occur=2&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) in accordance with procedures authorized in [Executive Order 11246](http://api.fdsys.gov/link?collection=cpd&doctype=executiveorder&docnum=11246&link-type=html) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](http://api.fdsys.gov/link?collection=cpd&doctype=executiveorder&docnum=11246&link-type=html) of September 24, 1965, or by rule, regulation, or order of the [Secretary](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=9dcb89354548ed33e9b955efe87d855b&term_occur=4&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) of Labor, or as otherwise provided by law.
  8. Contractor will include the provisions of paragraphs (1) through (8) in every [subcontract](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=6dd5c2510a508e33605338268aca7ce2&term_occur=1&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or purchase order unless exempted by rules, regulations, or orders of the [Secretary](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=9dcb89354548ed33e9b955efe87d855b&term_occur=5&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) of Labor issued pursuant to section 204 [of Executive Order 11246](http://api.fdsys.gov/link?collection=cpd&doctype=executiveorder&docnum=11246&link-type=html) of September 24, 1965, so that such provisions will be binding upon each [subcontractor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=e42790bd92ec52275192b3d7f3fe48d4&term_occur=1&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or vendor. Contractor will take such action with respect to any [subcontract](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=6dd5c2510a508e33605338268aca7ce2&term_occur=2&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or purchase order as may be directed by the [Secretary](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=9dcb89354548ed33e9b955efe87d855b&term_occur=6&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) 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](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=e42790bd92ec52275192b3d7f3fe48d4&term_occur=2&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or vendor as a result of such direction, Contractor may request the [United States](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=b74835ad17546153079b2c86162cfc83&term_occur=1&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) to enter into such litigation to protect the interests of the [United States](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=b74835ad17546153079b2c86162cfc83&term_occur=2&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4).

1. **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 non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

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

Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor’s actions pertaining to this contract.

1. **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA­designated items unless the product cannot be acquired:

* 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, [Comprehensive Procurement Guideline (CPG) Program | US EPA](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program). The list of EPA-designate items is available at [Comprehensive Procurement Guideline (CPG) Program | US EPA](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products)."

1. **RESTRICTIVE DRAWINGS AND SPECIFCATIONS**

In accordance with 2 CFR 200.319 and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products or services that unduly restrict competition.

1. **RETENTION AND INSPECTION OF RECORDS**

Pursuant to 2 CFR 200.334, access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to the specific Contract for the purpose of making an audit, examination, excerpts, and transcription. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

1. **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**
   1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
   2. Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph 3 of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.

* 1. Exceptions.

a. This clause does not prohibit contractors from providing:

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

1. Are not used as a substantial or essential component of any system; and

2. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

* 1. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 4.b of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph 4.a of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within ten (10) business days of submitting the information in paragraph 4.b.i of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

* 1. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

1. **DOMESTIC PREFERENCES FOR PROCUREMENTS.**

(1) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, 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).

(2) For the purposes of this section: “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. “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.

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