**Clauses Relating to Compliance with Rules of Government-Wide Application Under Appendix II of 45 CFR Part 75:**

**Sample Language[[1]](#footnote-1)**

Additional Requirements. In connection with the provision of services pursuant to this contract, PCA-HCCN and Contractor agree to comply with the following federal requirements, to the extent that such requirements are applicable. Contractor shall notify PCA-HCCN immediately if it has reason to believe that there may have been a violation of any of the following provisions:

1. Equal Employment Opportunity Under “Federally Assisted Construction Contracts.” During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, 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 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 setting forth the provisions of this nondiscrimination clause.

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, sexual orientation, gender identity, or national origin.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the foregoing language in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

1. Copeland Anti-Kickback Act – If this contract exceeds $2,000 for construction or repair, the contractor shall comply with the Copeland “Anti-Kickback” Act, 18 U.S.C. § 874, as supplemented by Department of Labor regulations, 29 C.F.R. 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.” The Act provides that each contractor or subrecipient shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the federal awarding agency.
2. Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148*) –* When required by federal program legislation, all construction contracts awarded of more than $2,000 shall comply with the Davis-Bacon Act and as supplemented by Department of Labor regulations, 29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.”
3. Contract Work Hours and Safety Standards Act(40 U.S.C. §§ 3701-3708) (applicable to contracts in excess of $100,000 that involve the employment of mechanics or laborers) – Contractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5) relating to computation of wages, overtime requirements, and safe and sanitary working conditions.
4. Clean Air Act (42 U.S.C. §§ 7401-7671q)/Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) (applicable to contracts in excess of $100,000) – 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. Byrd Anti-Lobbying Amendment(31 U.S.C. § 1352) (applicable to contracts in excess of $100,000) – Contractor certifies (and will cause its subcontractors to certify) 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.
6. Debarment and Suspension(Executive Orders 12549 and 12689) – No contract shall be made to parties listed on the government-wide Excluded Parties List System. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority. Contractor hereby certifies that it has not been debarred or suspended from participation in federal programs including grants and contracts and certifies that the party has reviewed https://www.sam.gov/portal/public/SAM/ and http://exclusions.oig. hhs.gov/ to determine whether any subcontractors are on the list.
7. Rights to Inventions (applicable to contracts for the performance of experimental, developmental, or research work) – Contractor’s (and any subcontractor’s) rights and obligations with respect to inventions, patents, and similar intellectual property are as set forth in 37 C.F.R. Part 401 and any implementing regulations issued by the awarding agency.

1. These materials are drawn from available on-line government resources and have been adapted by attorneys at the law firm of Feldesman Tucker Leifer Fidell LLP. The sample documents offer general guidance based on federal law and regulations and do not necessarily apply to all PCAs-HCCNs under all facts and circumstances. Further, these materials do not replace, and are not a substitute for, legal advice from qualified legal counsel. [↑](#footnote-ref-1)