

The Contractor operating the Tribal Implementation Center will enter into contractual agreements with Public Health Infrastructure Grant National Partners NNPFI and PHAB. The following draft Terms and Conditions, along with additional information (e.g., payment schedule) and scope of work, will form the basis for the contract.

June 10, 2024

1. **INDEPENDENT CONTRACTOR**: The Parties agree that Contractor shall be an independent contractor, and Contractor shall not be entitled to any benefits to which NATIONAL PARTNER employees may be entitled. The Parties agree and acknowledge that Contractor is an Independent Contractor and not an employee of NATIONAL PARTNER. Nothing in this Agreement shall be construed in a manner which creates a partnership, joint venture, or employment relationship between Contractor and NATIONAL PARTNER. Neither Party shall be liable for the debts or obligations of the other. Contractor is not, nor shall Contractor be deemed to be for any purpose, an employee of NATIONAL PARTNER, and NATIONAL PARTNER shall not in any way exercise domain or control over Contractor's business. Contractor shall provide competent services using Contractor's own appropriate independent skill and judgment, and the manner and means that are best suitable to Contractor to perform the work. Contractor agrees that Contractor is not entitled to (and also hereby waives) any benefits provided to NATIONAL PARTNER employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacation, sick leave or other leave, retirement plans, health plans, and the like.
2. **PAYMENT OF TAXES AND OTHER LEVIES**: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. **INDEMNIFICATION**: Contractor agrees to defend, hold harmless, and indemnify NATIONAL PARTNER, its directors, officers, employees, representatives, agents, and contractors against all losses, costs, damages, claims, expenses, or other liability whatsoever including all reasonable attorneys' fees arising out of, or connected with Contractor's Services under this Agreement, including, but not limited to, any accident or injury to persons or property.
4. **REVISIONS AND AMENDMENTS**: Any revisions or amendments to this Agreement must be made in writing and signed by the parties.
5. **ASSIGNMENT**: Contractor may not assign its rights and obligations in this Agreement nor delegate any duties herein without prior written agreement from NATIONAL PARTNER.
6. **INTERFERING CONDITIONS**: Contractor shall promptly and fully notify NATIONAL PARTNER of any condition which interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
7. **OWNERSHIP OF MATERIALS**: All materials submitted or developed by Contractor for NATIONAL PARTNER, including reports, summaries, articles, pictures and art, and any other tangible work product produced by Contractor specifically on behalf of NATIONAL PARTNER during the term of this Agreement (collectively, "Materials") shall, as between Contractor and NATIONAL PARTNER, be deemed NATIONAL PARTNER's property exclusively (subject to

any licensed third-party rights retained therein). Without limitation, NATIONAL PARTNER shall have access to all work product (including the Subject Ideas and Inventions as defined herein) at any time during the term of the Agreement.

8. SUBJECT IDEAS AND INVENTIONS:

- a. Definition. The term "Subject Ideas and Inventions" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, original works of authorship, photographs, formulas, discoveries, patents, copyrights, copyrightable works, products, marketing and business ideas, and all improvements, know-how, data, rights, and claims related to the foregoing that, whether or not patentable, are conceived, developed or created which: (1) relate to NATIONAL PARTNER's operations; (2) relate to the NATIONAL PARTNER's actual or demonstrably anticipated research or development; (3) result from any work performed by Contractor for NATIONAL PARTNER; (4) involve the use of the NATIONAL PARTNER's equipment, supplies, facilities, or trade secrets; (5) result from or are suggested by any work done by NATIONAL PARTNER or at NATIONAL PARTNER's request, or any projects specifically assigned to Contractor; or (6) result from Contractor's access to any of NATIONAL PARTNER's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment, or other materials, regardless of whether such materials are in electronic, machine code, hard copy, or any other format.
- b. Organization Ownership. All right, title, and interest in and to all Subject Ideas and Inventions, including but not limited to all registrable and patent rights which may subsist therein, shall be held and owned solely by NATIONAL PARTNER, and where applicable, all Subject Ideas and Inventions shall be considered works made for hire as defined in 17 U.S.C. § 101. Contractor shall mark all Subject Ideas and Inventions with NATIONAL PARTNER's copyright or other proprietary notice as directed by NATIONAL PARTNER and shall take all actions deemed necessary by the Contractor to protect NATIONAL PARTNER's rights therein. In the event that the Subject Ideas and Inventions shall be deemed not to constitute works made for hire, or in the event that Contractor should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, Contractor hereby transfers all right, title, and interest to any Subject Ideas and Inventions in favor of NATIONAL PARTNER and shall execute such documents reasonably necessary to effectuate the assignment of Contractor's entire right, title, and interest in and to each and every such Subject Ideas and Inventions to NATIONAL PARTNER, without further consideration.
- c. Determination of Subject Ideas and Inventions. Contractor further agrees that all information and records pertaining to any idea, process, trademark, service mark, invention, trade secret, technology, computer hardware or software, original work of authorship, design, formula, discovery, patent, copyright, product, and all improvements, know-how, rights, and claims related to the foregoing ("Intellectual Property"), that Contractor does not believe to be a Subject Idea or Invention, but that is conceived, developed, or reduced to practice by NATIONAL PARTNER (alone by Contractor or with others) during the Term and for one (1) year following the termination or expiration of this Agreement, shall be disclosed promptly by

Contractor to NATIONAL PARTNER. NATIONAL PARTNER shall examine such information to determine if in fact the Intellectual Property is a Subject Idea or Invention subject to this Agreement.

- d. Assistance. Contractor further agrees to assist NATIONAL PARTNER in every proper way (but at NATIONAL PARTNER's expense) to obtain and from time to time enforce patents, copyrights, or other rights or registrations on said Subject Ideas and Inventions in any and all countries, and to that end will execute all documents necessary:
 - i. to apply for, obtain, and vest in the name of NATIONAL PARTNER alone (unless NATIONAL PARTNER otherwise directs) letters patent, copyrights, or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and
 - ii. to defend any opposition proceeding in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright, or other analogous protection; and
 - iii. to cooperate with NATIONAL PARTNER (but at the NATIONAL PARTNER's expense) in any enforcement or infringement proceeding on such letter patent, copyright, or other analogous protection.
 - e. Authorization to NATIONAL PARTNER: In the event NATIONAL PARTNER is unable, after reasonable effort, to secure Contractor's signature on any patent, copyright, or other analogous protection relating to a Subject Idea and Invention for any reason whatsoever, Contractor hereby irrevocably designates and appoints NATIONAL PARTNER and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and on Contractor's behalf and stead to execute and file any such application, applications or other documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of letters patent, copyright or other analogous rights or protections thereon with the same legal force and effect as if executed by Contractor. Contractor's obligation to assist NATIONAL PARTNER in obtaining and enforcing patents and copyrights for Subject Ideas and Inventions in any and all countries shall continue beyond the termination of Contractor's relationship with NATIONAL PARTNER, but NATIONAL PARTNER shall compensate Contractor at a reasonable rate after such termination for time actually spent by Contractor at NATIONAL PARTNER's request on such assistance.
9. RESOLUTION OF DISPUTES: Should disputes arise between the parties during the course of this Agreement, the parties shall make a good faith attempt to resolve disputes through dialogue and negotiation. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the Commonwealth of Virginia before a single arbitrator in accordance with the rules then obtaining of the American Arbitration Association. The arbitration award shall be final and binding upon the parties. If a dispute should arise about an arbitration award, judgment may be entered therein in any court of competent jurisdiction. Each party shall be obligated for an equal share of any arbitration fees.
10. LIMITATION OF LIABILITY: Neither Party shall be liable to the other for consequential or indirect damages, including lost profits, or for punitive damages, arising from breach of this Agreement. Notwithstanding any other provision of the Agreement, under no circumstances shall the liability of NATIONAL PARTNER to Contractor exceed the total amount of compensation to be paid to the Contractor.

11. INSURANCE: Contractor shall have in effect and maintain with a reputable insurance company a policy or policies of insurance providing commercially adequate levels of coverage in respect of all risks which may be incurred by Contractor in performing the Services.
12. RECORDKEEPING: Contractor shall during the term of the Agreement and for a period of three (3) years following the date this Agreement terminates, maintain accurate and complete financial records, including accounts books, and other records related to charges, costs, disbursements, and expenses, in accordance with generally accepted accounting principles and practices, consistently applied. NATIONAL PARTNER, directly or through its authorized agents, auditors, or other independent accounting firm, at its own expense, and the applicable governmental funding agency through its duly authorized representatives, each shall have the right upon at least then (10) days' notice, to audit, inspect, and copy Contractor's records.
13. REVIEW, COORDINATION, AND INSPECTION: To ensure adequate review and evaluation of the Services, and proper coordination among interested parties, NATIONAL PARTNER shall be kept fully informed concerning the progress of the Services. Contractor shall comply with any request to make applicable deliverables available, in their then-current status, to authorized representatives of NATIONAL PARTNER and / or any applicable governmental funding agency.
14. TERMINATION: NATIONAL PARTNER may terminate this Agreement at any time by first giving Contractor fifteen (15) days' advance written notice to the Contractor. If the Agreement is terminated by NATIONAL PARTNER pursuant to this provision, it will pay Contractor for Services rendered through the date of termination for which Contractor had not been compensated previously. In addition, this Agreement may be terminated by either Party on written notice should the other party: (a) fail to cure a material breach within ten (10) days of delivery of the written notice; (b) become insolvent; (c) be the subject of a bankruptcy filing; or (d) cease doing business.
15. REPRESENTATIONS AND WARRANTIES: Contractor warrants and represents that (a) the Services shall conform to the provisions of Attachment 1 in all respects; (b) the Subject Ideas and Inventions shall be original to the Contractor and shall not infringe the copyright or other rights of any party; (c) Contractor possesses, and shall employ, the resources necessary to perform the Services in conformance with the Agreement; (d) the Services shall be performed, and the Subject Ideas and Inventions produced, in accordance with high standards of expertise, quality, diligence, professionalism, integrity, and timeliness; and (e) Contractor has no interest, relationship, or bias that could present a financial, philosophical, business, or other conflict with the performance of the Services or create a perception of a conflict or a lack of independence or objectivity in performing the Services.
16. TIME OF THE ESSENCE: Time is of the essence in respect of the Services to be performed by Contractor.
17. KEY PERSONNEL: Any personnel identified in Attachment 1 as individuals who will be performing the Services may not be changed without the advance written approval of NATIONAL PARTNER.
18. PUBLICITY AND MEDIA: Contractor shall not make any public statements or communications

relating to the existence or performance of this Agreement without the express written consent of NATIONAL PARTNER.

- a. Conference/Meeting/Seminar Materials Disclaimer: If a conference, meeting, or seminar is funded under this Agreement, the Contractor must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by Grant Number [REDACTED], CFDA [REDACTED], from the U.S. Department of Health and Human Services/Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government

- b. Audiovisual Production Disclaimer: “Audiovisual” means any product containing visual imagery, sound, or both, such as motion pictures, films, videotapes, podcasts, live or recorded radio or television programs or public service announcements, slide shows, filmstrips, audio recordings, multimedia presentations, or exhibits where visual imagery, sound, or both are an integral part. “Production” refers to the steps and techniques used to create a finished audiovisual product, including, but not limited to, design, layout, scriptwriting, filming or taping, fabrication, sound recording, and editing. If an audio-visual production is funded under this Agreement, the Contractor must include the following statement:

The production of this [type of audiovisual (motion picture, television program, etc.)] was supported by Grant Number [REDACTED], CFDA [REDACTED], from the US Department of Health and Human Services/Centers for Disease Control and Prevention]. Its contents are solely the responsibility of [Contractor/Contractor Agency name] and do not necessarily represent the official views of the U.S. Department of Health and Human Services/Centers for Disease Control and Prevention.

- c. Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to the review and approval of the HHS Office of the Assistant Secretary for Public Affairs. Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003). Accordingly, neither the HHS nor the CDC logo can be used by the Contractor without the express, written consent of NATIONAL PARTNER and the applicable governmental funding agency.

19. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written.

20. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions or provisions shall not be affected.
21. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia OR State of Louisiana (depending on which NATIONAL PARTNER is involved).
22. ADDITIONAL FUNDING; SCOPE OF SERVICES: The Parties agree and acknowledge that there shall be no change in the Fee to be paid hereunder or in the Services to be performed hereunder unless agreed to in writing by the Parties.
23. REMEDIES FOR MISTAKES: If work that is prepared by Contractor is inaccurate or otherwise unsatisfactory in the reasonable judgment of NATIONAL PARTNER, Contractor will correct error(s) within five (5) business days of receipt of notice. Contractor will not charge NATIONAL PARTNER any additional amount to remedy such issues.
24. COMPLIANCE WITH LAWS AND REGULATIONS: The provisions set forth in Attachment 2, attached hereto and hereby incorporated as a part of this Agreement, shall be binding on the Parties. Contractor shall at all times act in accordance with all applicable governmental laws and regulations.
25. HARASSMENT AND ABUSIVE CONDUCT: Contractor and its employees and agents are prohibited from engaging in any conduct constituting sexual harassment or other discriminatory harassment or otherwise engaging in abusive, offensive, or bullying conduct. Any such conduct in violation of this section may be cause for immediate termination of the contract in NATIONAL PARTNER's sole discretion as well as damages arising from breach of contract.
26. CONFIDENTIAL INFORMATION:
- a. In the course of its engagement, Contractor will have access to NATIONAL PARTNER's confidential information. Contractor understands and agrees that for the purposes of this Agreement, "Confidential Information" means: all information and data in whatever form that is valuable to NATIONAL PARTNER and is not generally known outside of NATIONAL PARTNER; all NATIONAL PARTNER proprietary information; all NATIONAL PARTNER trade secrets; and all information and data in whatever form that is disclosed by others in confidence to NATIONAL PARTNER. Contractor understands that Confidential Information may not be explicitly marked as confidential. If Contractor has doubts about whether particular information is Confidential Information, Contractor will promptly consult NATIONAL PARTNER's Chief Operating Officer for guidance in advance. Contractor understands and agrees that Confidential Information includes, but is not limited to, the information described below:
 - i. Technical information of NATIONAL PARTNER, its affiliates, its customers, or other third parties that is in use, planned or under development, such as but not limited to: manufacturing and/or research processes or strategies; computer product, process, and/or devices; software product; and any database methods, know-how, formulae, compositions, technological data,

technological prototypes, processes, discoveries, machines, inventions, and similar items;

- ii. Business information of NATIONAL PARTNER, its affiliates, its members, or other third parties, such as but not limited to: information relating to NATIONAL PARTNER employees (including information related to performance, skillsets, and compensation); actual and anticipated relationships between NATIONAL PARTNER and other companies; financial information; information relating to customer or vendor relationships; product pricing, customer lists, customer preferences, financial information, credit information; and similar items; and
- iii. Information relating to future plans of NATIONAL PARTNER, its affiliates, its customers, or other third parties, such as but not limited to: marketing strategies, new product research; pending projects and proposals; proprietary production processes, research and development strategies and similar items; and
- iv. All "Trade Secrets" within the meaning of the Virginia Uniform Trade Secrets Act.

- b. To protect NATIONAL PARTNER's Confidential Information and goodwill, Contractor agrees that it will not use, publish, misappropriate, or disclose any Confidential Information, during or after Contractor's engagement, except as required in the performance of Contractor's duties for NATIONAL PARTNER or as specifically authorized in writing by NATIONAL PARTNER's Chief Executive Officer.

27. NOTICE: Contractor should submit all notices, invoices, and claims for reimbursement to NATIONAL PARTNER at the following address:

Add budget/contract Manager contact information

Contractor should contact NATIONAL PARTNER for any other items at the following address:

CONTACT PERSON
TITLE
NATIONAL PARTNER NAME
ADDRESS 1
ADDRESS 2
Email: EMAIL ADDRESS
Phone: PHONE NUMBER
Fax: FAX NUMBER

NATIONAL PARTNER should submit all notices, payments, and other correspondence to Contractor at the following address:

Contractor's address

28. MISCELLANEOUS PROVISIONS:

- a. This Agreement may not be modified except by further written agreement signed by

- the Parties.
- b. If for any reason any part of this Agreement is held to be unenforceable, illegal, or invalid, that unenforceability, illegality, or invalidity will not affect any other provisions, which will continue in full force and effect.
 - c. This Agreement shall be binding on the Parties' respective successors, heirs, and permitted assigns.
 - d. Those provisions that logically would survive termination or that impose requirements beyond the stated term shall survive termination of the Agreement.

ATTEST: For the mutual consideration described in the provisions of this Agreement, the parties hereto agree to those provisions through the signature, below, of the parties and/or persons who have the authority to bind the parties to this Agreement:

NATIONAL PARTNER:

CONTRACTOR:

Authorized Signature:

Authorized Signature:

 NAME
 President/CEO
 NATIONAL PARTNER

 Date

 Name of authorized
 Position Title
 Contractor

 Date

ADDITIONAL TERMS AND CONDITIONS FOR UNITED STATES GOVERNMENT FUNDED AGREEMENTS

This Attachment 2 is attached to and incorporated as a part of the agreement between NATIONAL PARTNER and _____ (“Contractor”), dated _____, 2023. The following terms and conditions apply as if set forth in full to work partially or fully funded with federal grants or funds, as applicable.

1) Notes:

- a. “Contract” means this Agreement.
- b. “Contractor” means the party opposite the NATIONAL PARTNER (“Client”) executing this Agreement (*i.e.*, the prime contractor to the Client).
- c. “Subcontract” means any contract placed by Contractor with any third party in performance of this Contract.
- d. “Subcontractor” means any third party the Contractor enters into a Subcontract with. The Contractor is not permitted to engage any Subcontractor without prior written approval by Client.

2) Instructions:

- a. With the exceptions of communication or notice regarding a violation of law or to comply with a general legal requirement, all other communication or notification required under the below referenced provisions from/to the Contractor to/from the Contracting Officer, Grants Officer (or any other government representative) shall be through the Client. All communication or notices regarding a violation of law shall be made directly to the cognizant federal authority, with a copy of such communication or notice to the Client.
- b. Contractor shall flowdown the below provisions to all Subcontractors as required by law and regulation and require all of its Subcontractors to similarly flowdown such requirements.

3) Applicable to All Federally (or Potentially Federally) Funded Contracts and Subcontracts as Stipulated Below in Parenthesizes:

Applicable to All Contracts and Subcontracts:

- a. *Equal Employment Opportunity* - Except as otherwise provided under 41 CFR Part 60, this Contract and all Subcontracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include 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 implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. *Rights to Inventions Made Under a Contract or Agreement* - If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Contract hereunder is with a small business firm or nonprofit NATIONAL PARTNERanization

regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Client shall 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.

- c. *Debarment and Suspension (E.O.s 12549 and 12689)* - A contract award (see 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. 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. The Contractor, by executing this Agreement, certifies that it is not presently suspended, debarred, proposed for debarment or otherwise excluded by the federal government, and that should the Contractor become suspended, debarred, proposed for debarment or otherwise excluded by the federal government, the Contractor shall immediately notify Client.

- d. *Procurement of recovered materials* – Client, Contractor and Subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- e. *Prohibition on certain telecommunications and video surveillance services or equipment* – Contractor and Subcontractors are prohibited from obligating or expending any funds utilizing funds under this Contract 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 or ZTE Corporation (or any subsidiary or affiliate of such entities). Further the foregoing prohibition also applies as follows: i) 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); ii) telecommunications or video surveillance services provided by such entities or using such equipment; and iii) 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. For more information on this prohibition see Public Law 115-232 and 2 C.F.R. §§ 200.216, 200.471.
- f. *Domestic preferences for procurements* – As appropriate and to the extent consistent with law, Client provides 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). Applicable definitions for “produced in the United States” and “manufactured products” can be found at 2 C.F.R. § 200.322.
- g. *Compliance with Law* – Contractor warrants and agrees that all goods and/or services delivered under this Contract shall be produced, sold and delivered to Client in compliance with and conforming to all applicable federal, state and local laws, government and executive orders, rules and regulations, and that the prices of such goods are not in excess of any applicable price established by law or governmental regulation. Contractor shall furnish to Client upon request certificates or other evidence showing compliance with this Article. 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. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract.

Applicable Based on Dollar Value (applicability in **bold text**):

- a. *Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)*—**When required by Federal program legislation, all prime construction contracts in excess of \$2000 awarded by non-Federal entities shall 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. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractor and Subcontractors 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. In addition, Contractors and Subcontractors are required to pay wages not less than once a week. Client shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a Subcontract must be conditioned upon the acceptance of the wage determination. Client shall report all suspected or reported violations to the Federal awarding agency. This Contract is subject to and all Subcontracts must also include a provision for compliance with 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”). The Act provides that each Contractor or Subcontractor 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. Client shall report all suspected or reported violations to the Federal awarding agency.

- b. *Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)* - **Where applicable, the Contract and Subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).** Under 40 U.S.C. 3702, the Contractor and Subcontractors shall 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 1½ 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 provides that no laborer or mechanic shall 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.
- c. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)* - **The Contractor and Subcontractors who apply or bid for an award of \$100,000,** upon acceptance of the contract certify their compliance with the Byrd Anti-Lobbying Amendment. 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 Client.
- d. *Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended* - **The Contract and Subcontracts in excess of**

\$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Client and the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).