

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is effective as of the 24th day of March, 2020 is entered into by and between **City of Miami Florida** ("CLIENT"), with offices at Miami Riverside Center, 444 SW 2nd Ave, Miami, FL, 33130 and **AEGIS 19, LLC** ("Consultant"), located at 10809 Searcy Building, Executive Center Dr., Plaza 1, Little Rock, AR 72211. For purposes of this Agreement, CLIENT and Consultant may be referred to individually as the "Party" or collectively as the "Parties".

WHEREAS, Consultant is in the business of providing certain consulting services, and is willing to provide such services to CLIENT;

WHEREAS, CLIENT desires to utilize Consultant's services as provided for herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. Recitals

The above-referenced recitals are true and correct and are incorporated herein.

2. General Terms and Conditions

The general terms and conditions of this Agreement are set forth in Appendix A, attached hereto and incorporated herein.

3. Scope of Work

Consultant shall provide the services set forth in Appendix C, attached hereto and incorporated herein ("Services"). Consultant shall furnish all reports and deliverables as set forth in Appendix B in accordance with the terms set forth therein (hereafter "Deliverables").

4. Period of Performance

The period of this Agreement shall be for a six (6) month term from the signing of this Agreement and may be renewed for two (2) additional, six (6) month terms subject to adjustments of costs and fees to be agreed upon in writing.

5. Fees and Payment

5.1 In consideration of Services performed hereunder, CLIENT shall pay Consultant in accordance with Appendix B.

5.2 Payment terms for the Agreement shall be in accordance with paragraph 8 of Appendix A.

5.3 Invoices are to be sent to the following address:

City of Miami
Finance Department
Miami Riverside Center (MRC)
444 SW 2nd Ave
Miami, FL, 33130

6. Notice

Any notice given by either Party shall be in writing and shall be given by email with delivery confirmation and registered or certified mail, return receipt requested, postage prepaid, or Federal Express or DHL courier, shipped prepaid, addressed to the Parties at the addresses herein designated for each Party or at such other addresses as they may hereafter designate in writing.

City of Miami, Florida	AEGIS 19, LLC
Attn: Arthur Noriega V	Attention: Rod Sweetman
City Manager 444 SW 2 nd Avenue, 10 th Floor Miami, FL 33128-1910	10809 Searcy Building Executive Center Drive Plaza 1
Phone: 305-250-5400	Little Rock, AR 72211
Email: anoriega@miamigov.com	Phone: 844-424-9488 Alternate Phone: 501-920-4765
With a copy to:	Rod.sweetman@agwitt.com
Victoria Mendez City Attorney 444 SW 2 nd Avenue, 9 th Floor Miami, FL 33128-1910 and Annie Perez, CPPO Procurement Director 444 SW 2 nd Avenue, 6 th Floor Miami, Florida 33128-1910	For Legal Notices, a copy shall be provided to: 10809 Searcy Building Executive Center Drive Plaza 1 Little Rock, AR 72211 Email: rod.sweetman@agwitt.com

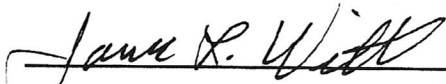
7. Entire Agreement

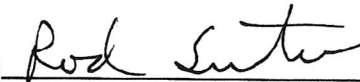
Both Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire Agreement between the Parties which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the Party against whom such modification or waiver is sought to be enforced.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Agreement to be effective as of the date set forth above.

ATTEST:

"AEGIS 19, LLC"



By: 

Print Name: JAMES L. WITT

Print Name: Rod Sweetman

Title: CEO

Title: Partner

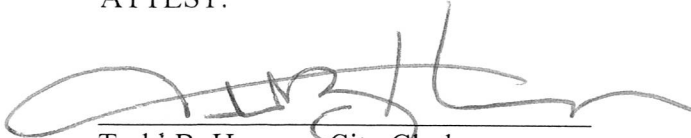
(Corporate Seal)

(Authorized Corporate Officer)

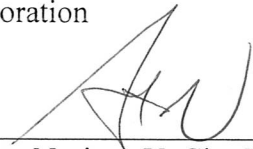
"City"

CITY OF MIAMI, a municipal corporation

ATTEST:

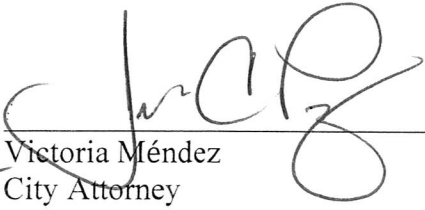


Todd B. Hannon, City Clerk

By: 
Arthur Noriega V, City Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

APPROVED AS TO INSURANCE REQUIREMENTS:

FOR 
Victoria Méndez
City Attorney


Ann-Marie Sharpe
Risk Management Director

APPENDIX A
GENERAL TERMS & CONDITIONS

1. CONSULTANT'S RESPONSIBILITIES. Consultant ("Consultant") shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.
2. CLIENT'S RESPONSIBILITIES. CLIENT shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be required by Consultant and shall make timely payments in accordance with the terms and conditions of this Agreement. To the extent CLIENT has access to information relating to the Services to be performed, CLIENT shall provide such information as is reasonably available and appropriate for the efficient performance of the Services ("Information"). Such Information includes, but is not limited to, available site history and the identification, location, quantity, concentration and character of known or suspected hazardous conditions, wastes, substances or materials that are likely to pose a significant risk to human life, health, safety or to the environment (Hazardous Waste). Consultant shall be entitled to rely upon the Information provided by the CLIENT or the CLIENT's agents without independent verification except to the extent set forth herein and shall bear no liability arising from such reasonable reliance.
3. COMMENCEMENT AND COMPLETION OF THE SERVICES. The Services shall commence and shall be completed on the respective dates specified in this Agreement or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.
4. PROPRIETARY INFORMATION. Proprietary confidential information ("Proprietary Information") disclosed by either Party under this Agreement shall be clearly labeled and identified as Proprietary Information by the disclosing Party at the time of disclosure. When concurrent written identification of Proprietary Information is not feasible at the time of such disclosure, the disclosing Party shall provide such identification in writing reasonably promptly thereafter. Proprietary Information shall not be disclosed to any other person except to those individuals who need access to such Proprietary Information as needed to ensure proper performance of the Services. Neither Party shall be liable for disclosure or use of Proprietary Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing Party; or (3) is required to be released by applicable law or court order. Each Party shall return all Proprietary Information relating to this Agreement to the disclosing Party upon request of the disclosing Party or upon termination of this Agreement, whichever occurs first. Each Party shall have the right to retain a copy of the Proprietary Information for its internal records and subject to ongoing compliance with the restrictions set forth in this. Software/Application is being licensed, not sold, to Client. Subject to the terms and conditions of this EULA, Myrddian grants Client a non-exclusive, non-transferable, non-sublicensable, and limited right and license to: (a) install the Software on one or more devices used in connection with your business or organization, (b) download and use the documentation, and (c) use the Software in accordance with the Documentation for your use or for the use of your business or organization. You acknowledge and agree that no title or ownership rights in the Software are being conveyed in connection with this license and that this EULA shall not be construed as a sale or transfer of any such rights. Myrddian retains all ownership rights with respect to the Registry Software/Application

5. DELIVERABLES. Upon payment in full for the Services, and unless otherwise agreed to by the Parties, the Deliverables shall be the property of the CLIENT. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the CLIENT. CLIENT shall be

solely responsible for any disclosure of the Deliverables, which may be required by law. Where applicable law requires immediate disclosure by the Consultant, Consultant shall make its best efforts to give prior notice to CLIENT. At CLIENT's request and expense, Consultant will assist the CLIENT in making such disclosures as may be required by law.

Notwithstanding the foregoing, the CLIENT acknowledges that in the course of its performance under the Agreement the Consultant may use products, materials and methodologies proprietary to the Consultant, and the CLIENT agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies except pursuant to a separate written agreement (if any) executed by the Parties.

6. LIABILITY AND INDEMNIFICATION

6.1 CONSULTANT HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD CLIENT ("INDEMNIFIED PARTY") HARMLESS FROM AND AGAINST DEMANDS, CLAIMS, LOSSES, COSTS, DAMAGES, LIABILITIES, PENALTIES, FINES AND EXPENSES (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, OR PROPERTY DAMAGE, TO THE EXTENT ARISING OUT OF, RELATING TO OR RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONSULTANT, ITS EMPLOYEES OR SUBCONTRACTORS IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

6.2 LIMITATION OF LIABILITY. CONSULTANT'S LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT

SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.

7. ACCEPTANCE. CLIENT shall have five (5) days from the date each deliverable is made to CLIENT to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by CLIENT, shall be deemed accepted.

8. PAYMENT TERMS. Invoices will be submitted monthly and are due upon receipt. Invoices for out of pocket expenses may be submitted on a monthly basis and are due upon receipt. Timely payment is a material part of the consideration for the performance of the Services.

Invoices will be paid Net 30.

In the event that payment has not been made in accordance with the terms of this Agreement, in addition to any other remedy, which Consultant may have under law or equity, Consultant may stop work immediately, without further duty, obligation, and/or liability.

9. CONTRACT CEILING PRICE. For time and material or unit price contracts with a contract ceiling, if at any time Consultant has reason to believe that an increase in such limitation will be necessary, it will give prior notice to that effect and propose a new limitation figure with appropriate supporting data so that CLIENT may, at its sole discretion, increase such limitation by written modification to this Agreement.

10. COST OF MOBILIZATION AND DEMOBILIZATION. In the event the Client cancels or otherwise does not require the services of Consultant within the first 7 days of the mobilization and deployment of resources, Client agrees to reimburse the costs incurred by Consultant.

11. CURRENCY OF PAYMENT. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (USD). Where exchange rates are

involved, the rate of exchange between USD and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

12. HEALTH & SAFETY. CLIENT shall notify Consultant of any known or suspected hazards existing at any site where the Services are to be provided, including but not limited to, Hazardous Waste, substances or materials and underground utilities.

13. CONFLICT OF INTEREST. The CLIENT acknowledges that the Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any Proprietary Information that has been disclosed by the CLIENT under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to the CLIENT under this Agreement.

14. FORCE MAJEURE. Neither Party shall be responsible for any delay or failure in performance, other than the obligation to make payments for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the Party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable control of the claiming Party. Performance under this Agreement shall resume promptly once the cause of delay or failure ceases and an equitable adjustment shall be made to the price and/or schedule of the Services including any mobilization or demobilization costs of Consultant.

15. CHANGED CONDITIONS. The discovery of any hazardous waste, substance or material; underground obstruction; underground utilities; or other latent obstruction to the performance of the Services, to the extent that such conditions are not the subject of the Services, and to the extent that such conditions were not brought to the attention of the Consultant prior to execution of this Agreement, or any change in law that materially affects the obligations or rights of either Party under this Agreement, shall constitute a materially different site condition entitling the Consultant to an equitable adjustment in the contract price, time of performance, or both, as appropriate. If the change materially changes the nature of the Services, the Consultant may terminate this Agreement as a result of such changed conditions.

16. CHANGES TO THE SERVICES. The CLIENT may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change. Upon mutual written agreement, Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

17. GOVERNING LAW. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in Miami-Dade County, Florida. Each party shall bear its own attorney's fees. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties irrevocably waive any rights to a jury trial.

18. NOT USED.

19. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor and shall not be deemed to be an employee

or agent of the CLIENT. Consultant shall indemnify and hold CLIENT harmless against all liability and loss resulting from Consultant's failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

20. NON-SOLICITATION OF EMPLOYEES. Neither Party shall solicit for employment or hire the employees of the other Party involved in the management or performance of the Services during the term of this Agreement and for one year thereafter.

21. NONWAIVER. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

22. SEVERABILITY. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

23. ASSIGNMENT/SUBCONTRACTS. Neither Party may assign this Agreement without the written consent of the other Party, which shall not unreasonably be withheld; provided, however, that Consultant may assign this Agreement in connection with a sale of all or substantially all of its assets without CLIENT's consent, or to a parent, subsidiary, or affiliate.

24. DRAFTING PARTY. Each Party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting Party. This Agreement shall be

construed as though drafted by both Parties.

25. CAPTIONS. The captions and headings of this Agreement are intended for convenience and reference only, do not affect the construction or meaning of this Agreement and further do not inform a Party of the covenants, terms or conditions of this Agreement or give full notice thereof.

26. ADDITIONAL INSTRUMENTS. The Parties agree to provide the other with any and all documents required to carry out any and all obligations in connection with the Agreement as set forth herein.

27. NO AGENCY. Except as specifically set forth otherwise, it is agreed and understood that neither Party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either Party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

28. ORDER OF PRECEDENCE. In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

- A. This Agreement
- B. The Cost Schedule (Appendix B)
- C. The Scope of Work (Appendix C)
- D. The General Terms and Conditions (Appendix A)
- E. FEMA Clauses (Appendix D)
- F. HUD General Provisions (Appendix E)

29. ENTIRE AGREEMENT. The Parties acknowledge that they have read this Agreement, understand it and agree to be

bound by its terms. This Agreement supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. No modification or change to this Agreement shall be binding unless such modification or change is in writing and signed by an authorized representative of each Party.

30. OTHER. Neither Party shall disseminate or make use of any materials making reference to the other Party, without the other Party's written consent or otherwise required by law. Neither Party shall make any statements or promises relating to the other Party or its Services or any use of the other Party's name, which is not authorized in writing by the other Party.

31. TERMINATION. This Agreement may be terminated for convenience at any time by either Party provided the requesting Party provides the other with 7 days written notice. If either Party fails to perform any of its duties or obligation or shall violate any of the prohibitions imposed upon it under this Agreement, or shall be dissolved or be adjudged bankrupt or shall have a petition in bankruptcy filed against it, or shall make a general assignment for the benefit of creditors, or if a receiver shall be appointed for a Party, the other Party may terminate this Agreement, without prejudice to any other rights or claims which it may have under this Agreement, on written notice to the other Party and fifteen (15) business days opportunity to cure such breach. In any event, CLIENT shall pay all fees due and expenses incurred for Services rendered through the date of termination.

32. FEMA CLAUSES. If applicable to the Services provided by Consultant under this Agreement, Consultant shall comply with FEMA Clauses set forth in Appendix D.

33. HUD GENERAL PROVISIONS. If applicable to the Services provided by Consultant under this Agreement, Consultant shall comply with HUD GENERAL PROVISIONS Clauses set forth in Appendix E.

34. PUBLIC RECORDS. To the extent required by law, Consultant shall comply with the State of Florida Public Records laws for records related to this Agreement. This includes the duty to:

- Keep and maintain public records required by the CLIENT to perform the services.
- Upon request from the CLIENT, provide the CLIENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the Agreement if the Consultant does not transfer the records to the CLIENT.
- Upon completion of the Agreement, transfer, at no cost, to the CLIENT, all public records in possession of the Consultant or keep and maintain public records required by the CLIENT to perform the Services. If the Consultant transfers all public records to the CLIENT upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CLIENT upon request from the CLIENT's custodian of public records in a format that is compatible with information technology systems of the CLIENT.

COST SCHEDULE
APPENDIX B

The hourly labor rates include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, and per diem) will be billed at cost without mark-up. Lodging and Per-Diem is charged in accordance with Federal Travel Regulations. It is further agreed that the Client may choose to provide lodging at a hotel of its choice.

POSITION	HOURLY RATE
Principal	\$275.00
Project Executive	\$250.00
Project Manager - Recovery	\$225.00
EOC Commander	\$225.00
EOC Deputy Commander	\$175.00
EOC Division Chief	\$150.00
EOC Staff Position	\$130.00
Senior Damage Assessment Estimator	\$145.00
Damage Assessment Estimator	\$125.00
Public Assistance/Hazard Mitigation Coordinator	\$145.00
Sr. Public Assistance/Hazard Mitigation Specialist	\$135.00
Public Assistance/Hazard Mitigation Specialist	\$125.00
Sr. Legal Specialist/Appeals Specialist	\$225.00
HUD CDBG-DR Specialist	\$155.00
Senior Grant Management Specialist	\$150.00
Grant Management Specialist	\$125.00
Subject Matter Expert – Level 3	\$250.00
Subject Matter Expert – Level 2	\$225.00
Subject Matter Expert – Level 1	\$200.00
Senior Planner	\$185.00
Planner/Analyst	\$155.00
Administrative Assistant	\$95.00

POSITIONS	HOURLY RATES
Project Executive	\$250.00

Operations/Logistics	\$250.00
Project Assistant	\$125.00
Data Scientist	\$475.00
Medical Doctor	\$500.00
On-site Site Lead	\$162.50
License Practice Nurses or Equivalent	\$162.50
Traffic Personnel	\$60.00
Facility Site (Cleaning)	\$60.00
Pathologist	\$500.00
Site Command Center Staff Position	\$130.00
IT Specialist	\$175.00
Information Architect	\$250.00
Epidemiologist	\$325.00
Registered Nurse	\$195.00
Physician Assistant (Nurse Practitioner)	\$225.00
Medical Documentation Specialist	\$125.00
Healthcare Call Center Manager	\$162.50
Clinical Call Center Operator	\$125.00
Technical Lead	\$150.00
Technical SME	\$250.00

Cost of providing full-service drive-through COVID-19 testing as described in item 14 of Appendix C
Scope of Work shall be as follows:

- Cost per each lane calculated at a per-day 8-hour rate shall be \$25,000.00.
- Cost per each lane for 8 hours per day for 5 days per week, not to exceed 40 hours, shall be \$125,000.00.
- Cost per each lane for 8 hours per day for 7 days per week, not to exceed 56 hours, shall be \$175,000.00.
- Cost of testing kit to include a per test lab processing fee shall be \$150 per testing kit.

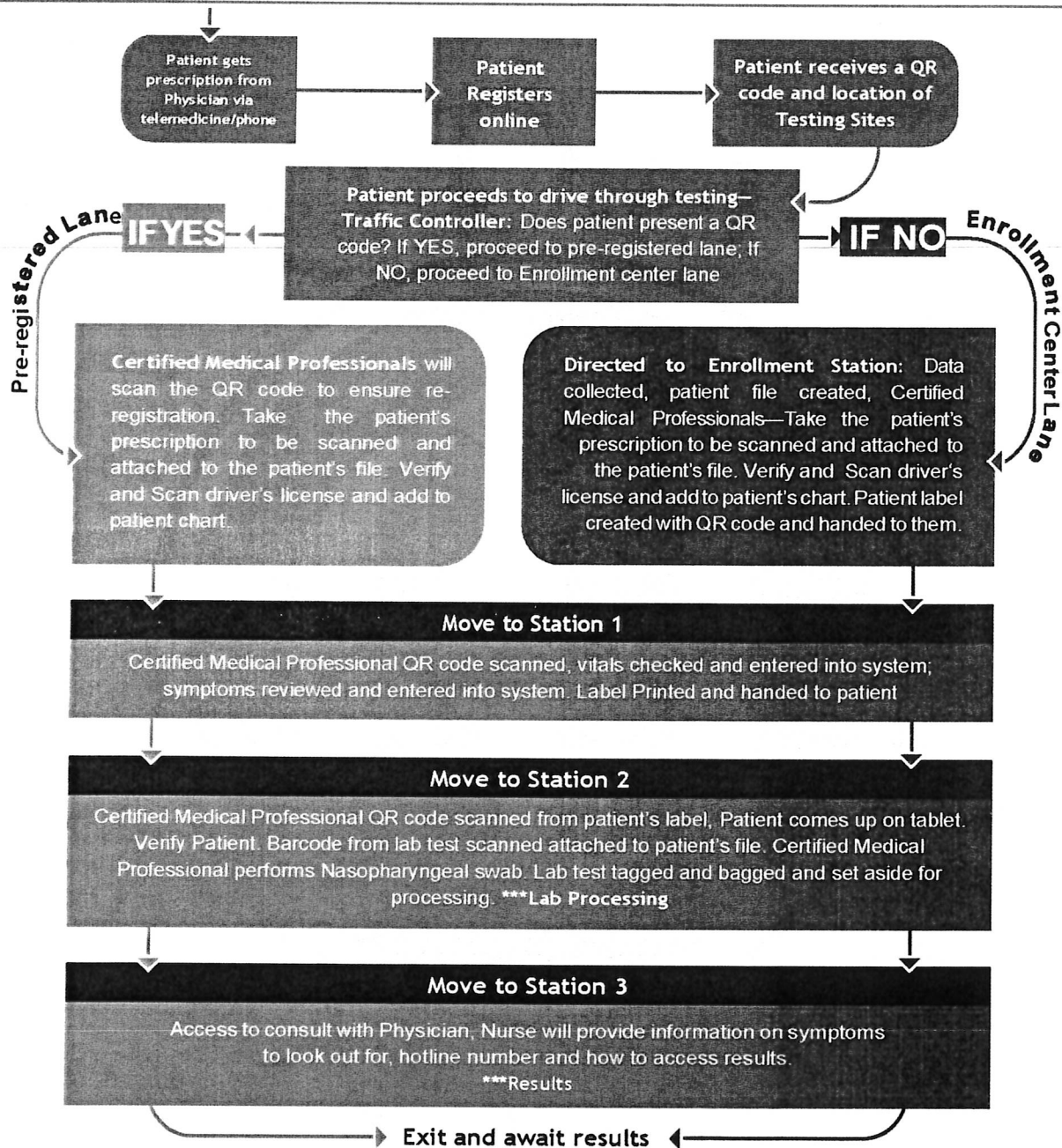
APPENDIX C
Scope of Work

At the request of the CLIENT, the Consultant will:

1. Provide experienced, qualified Emergency Operations Center (EOC) staff augmentation and technical support including support of EOC Command, Healthcare, Call Center, Operations, Logistics, Planning, and Finance Sections and associated Emergency Support Functions (ESFs).
2. Provide experienced, qualified healthcare, administrative and programmatic support for the administration of responsibilities related to FEMA emergency and disaster assistance grant programs from the emergency phase through closeout and audit.
3. Provide knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under Federal Register allocation of the CDBG-DR funds. Conduct unmet needs assessment – particularly housing, infrastructure, and economy. Provide other HUD related technical assistance and consulting services as needed.
4. Provide experienced, qualified healthcare, administrative and programmatic support for the administration of responsibilities under other federal and state emergency and disaster assistance programs from the emergency phase through closeout and audit.
5. Attend meetings with the State/Federal agencies including applicant briefings, kick-off meetings and project specific discussions.
6. Prepare Project Worksheets for Categories A-G for review by FEMA and the State ensuring that the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and that projects are categorized as small or large in a manner that ensures prompt and sufficient reimbursement to the CLIENT; Attend all meetings with the CLIENT, State and FEMA (and/or other Federal agencies) to negotiate individual Project Worksheets as needed;
7. Provide assistance in requesting Immediate Needs Funding or Grants Based on Estimates, the development and tracking of plans for cash flow management and disbursements by State/FEMA, insurance evaluation and coordination of benefits, documentation adjusting and settlement services, and the tracking of project progress, expenditures, reimbursement requests and receipts.
8. Provide bridge financing and other financial arrangements as may be required in support of immediate temporary funding of necessary emergency response activities.
9. Provide experienced, qualified staff in support of any appeal of an eligibility decision associated with federal emergency or disaster funding.
10. Provide scheduling, documentation, tracking, and other operational support for emergency response and recovery efforts.
11. Provide logistical support including the provisioning of emergency services, supplies and equipment related to COVID-19 pandemic response.
12. Provide, procure, implement and manage, staff, and operate drive-up diagnostic testing centers and other medical, support, administrative, and/or ancillary facilities that may be required, including the erection of temporary facilities, the provisioning of utilities, food, water, security, security systems and staff, and necessary supplies, furniture and equipment, and staff, coordination of waste removal including biohazard waste removal and decontamination services, and the establishment of traffic flow and safety measures.
13. Procure the required devices to support data gathering and management in compliance with any applicable federal and State regulations or requirements including the requirements of HIPPA.

14. Provide full-service drive-through Coronavirus testing to include:
 - Management of test facilities;
 - Strategic planning on sites and setup of other facilities;
 - Coordination with state and health officials;
 - Staffing certified medical professionals and other staffs as appropriate (staffing will include some bilingual staff);
 - Azure Cloud based database to manage patient records, labs, results, and encounters;
 - Provide reporting on tests administered, incidences, and other population health-based data;
 - QRC code generation for patient identification;
 - Secure portal to pre-register patients prior to drive through testing;
 - Tablets to enroll patients onsite;
 - Administering Testing;
 - Packaging and Prepping for lab collection;
 - Coordinating with lab to ensure timely results (currently 12-hour results from the time it reaches the lab);
 - Secure EMR integration with Labs for efficient retrieval of test results;
 - Results accessed via secure portal or automated hotline number with pin access;
 - EOC setup with access to Physician and nurses;
 - Hotline setup to manage calls;
 - Providing flyer with information and resource to nearby hospitals;
 - Coordination of waste and hazard removal.
15. It is agreed that the capacity for processing test-kits will not exceed 750 per day or 5,250 per 7-day week.
16. Provide up to 200 test-kits that may be used by the Client to perform testing using its own efforts not related to this Agreement.
17. The manner in which drive-through testing services will be provided is described in illustration Number 1 on the following page.
18. Provide prescriptive services via telemedicine.
19. Accurately complete EMR per patient for FEMA or Medicare reimbursement.
20. Provide patient follow-up to include patient education, referral and notification to the Department of Health.
21. Provide daily matrix of number of patients tested and results received/pending.

Myriddian Drive Through Testing Workflow-COVID 19



***Assumptions: Following CDC guidelines

***Lab Processing: Labs picked up and sent to onsite or offsite lab for processing

*** Results: Patient will have a hotline number to call with any questions or concerns that will be staffed by medical professionals. They can call the hotline to access their results with their secure pin or via a secure portal. All results will be recorded in their patient records.

APPENDIX D
FEMA CLAUSES

The Parties shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR 200"), including Appendix II to such Part ("Appendix II").

In addition, the Parties agrees as follows:

1. CLIENT confirms that it is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Consultant's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.
2. CLIENT confirms that it may terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.
3. Compliance with the Davis-Bacon Act and Copeland Anti-Kickback Act as applicable to the Services.
 - a. Consultant shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
 - b. Subcontracts. Consultant and any subcontractors to Consultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR §5.12.
4. Compliance with the Clean Air Act and the Federal Water Pollution Control Act.
 - a. Clean Air Act
 - (i) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 et seq.
 - (ii) Consultant agrees to report each violation to CLIENT and understands and agrees that CLIENT will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
 - (iii) Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
 - b. Federal Water Pollution Control Act

(i) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(ii) Consultant agrees to report each violation to CLIENT and understands and agrees that CLIENT will, in turn, report each violation as required to assure notification to FEMA and appropriate Environmental Protection Agency Regional Office.

(iii) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

5. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Consultant is required to verify that none of Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by CLIENT. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CLIENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Compliance with Byrd Anti-Lobbying Amendment

a. Consultant hereby certifies to the best of its knowledge that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an 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.

(ii) 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

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, Consultant shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- b. Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 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.
- c. 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 (as amended by the Lobbying Disclosure Act of 1995). 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.
- d. By executing this Agreement, Consultant hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

7. Procurement of Recovered Materials

- a. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. Access to Records

The following access to records requirements apply to this Agreement:

- a. Consultant agrees to provide CLIENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. Use of DHS Seal

Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

10. Compliance with Federal Law

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

11. Non-Obligation of Federal Government

The Federal Government is not a party to this Agreement 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.

12. Program Fraud and False or Fraudulent Statements or Related Acts

Consultant 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

APPENDIX E
HUD GENERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD"). In addition, Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

Subcontractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. BREACH OF CONTRACT TERMS

CLIENT reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

The Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by CLIENT. The Subcontractor shall cooperate with all CLIENT efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. ACCESS TO RECORDS

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this contract.

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Subcontractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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 HUD.

9. ENERGY EFFICIENCY

The Subcontractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under

this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. SECTION 504 OF THE REHABILITATION ACT OF 1973

The Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations.

The Subcontractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

13. AGE DISCRIMINATION ACT OF 1975

The Subcontractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

14. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Subcontractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

15. CONFLICTS OF INTEREST

The Subcontractor shall notify CLIENT as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that the State is able to assess such actual or potential conflict. The Subcontractor shall provide CLIENT any additional information necessary for CLIENT to fully assess and address such actual or potential conflict of interest. The Subcontractor shall accept any reasonable conflict mitigation strategy employed by CLIENT, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

16. SUBCONTRACTING

When subcontracting, the Subcontractor shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a *brand name* product instead of allowing an *equal* product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

The Subcontractor represents to CLIENT that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Subcontractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

17. ASSIGNABILITY

The Subcontractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of CLIENT.

18. INDEMNIFICATION

The Subcontractor shall indemnify, defend, and hold harmless CLIENT and its agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Subcontractor in the performance of the services called for in this contract.

19. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Subcontractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The Subcontractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime

compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

22. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000)

If, through any cause, the Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, CLIENT shall thereupon have the right to terminate this contract by giving written notice to the Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subcontractor under this contract shall, at the option of CLIENT, become CLIENT's property and the Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Subcontractor shall not be relieved of liability to CLIENT for damages sustained by CLIENT by virtue of any breach of the contract by the Subcontractor, and CLIENT may withhold any payments to the Subcontractor for the purpose of set-off until such time as the exact amount of damages due CLIENT from the Subcontractor is determined.

23. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000)

CLIENT may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Subcontractor. If the contract is terminated by CLIENT as provided herein, the Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000)

The Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers With Disabilities

1. The Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the contractor including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
2. The Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
3. In the event of the Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
4. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subcontractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
5. The Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
6. The Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs

may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246
(Applicable to construction contracts and subcontracts exceeding \$10,000)

The Subcontractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this contract, the Subcontractor agrees as follows:

- A. The Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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.
- B. The Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- D. The Subcontractor 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 by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Subcontractor 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.
- F. The Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- G. In the event of the Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as 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.

H. Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

26. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding 10,000)

The Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Subcontractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

27. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS (Applicable to contracts exceeding \$100,000)

The Subcontractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean

Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Subcontractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Subcontractor will take such action as the government may direct as a means of enforcing such provisions.

28. LOBBYING (Applicable to contracts exceeding \$100,000)

The Subcontractor certifies, 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 Subcontractor, to any person for influencing or attempting to influence an officer or employee of an 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 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subcontractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

29. BONDING REQUIREMENTS
(Applicable to construction and facility improvement contracts exceeding \$100,000)

The Subcontractor shall comply with CLIENT bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

- (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) *A performance bond on the part of the Contractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- (3) *A payment bond on the part of the Contractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

30. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds)

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Subcontractor agrees to send to each labor organization or representative of workers with which the Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Subcontractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Subcontractor will not subcontract with any subcontractor where the Subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The Subcontractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Subcontractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of

this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

31. FAIR HOUSING ACT

Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds. Please visit http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11868.pdf for more information.