JEFFERSON PARISH
DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG
PARISH PRESIDENT

MEGAN GRANTHAM
DIRECTOR

November 05, 2026

ADDENDUM #1

Bid Event No.328 **Bid Event Opening: 12/01/2026 @ 2:00 p.m.**

Two Year Contract for Pos-Disaster Damage Assessments for the Jefferson Parish Department of Flood Plain Management and Hazard Mitigation

CLARIFICATION:

- This is a Two-year Contract
- Discard the Fema Federal Provisions and use the attached Federal Provisions

Sincerely,

Donna Evans

Donna M. Evans Purchasing Specialist II
Jefferson Parish Purchasing Department

Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form by indicating the addendum number listed above. Failure to list each addenda number on the bid form will result in bid rejection.

This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.

APPENDIX A: The ensuing contract for this solicitation may be eligible for federal reimbursement. As such this appendix will be applicable accordingly and shall be considered a part of the procurement documents. All applicable certifications must be duly completed, signed and submitted prior to contract execution.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY APPENDIX II TO 2 C.F.R. §200

This procurement and the ensuing Agreement are funded in whole or in part with federal financial assistance. Contractor acknowledges that the Agreement is subject to the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including § 200.327 and Appendix II thereto, and all other applicable federal statutes, regulations, executive orders, and agency guidance.

PART ONE: EXECUTIVE SUMMARY

This section is intended solely as an executive summary and quick-reference guide to selected contract requirements derived from 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including Appendix II. It is not intended to be, and shall not be construed as, a comprehensive or exhaustive statement of all applicable federal statutes, regulations, agency guidance, or award-specific terms and conditions. Contractors remain responsible for full compliance with all requirements imposed by the applicable federal award, program legislation, and implementing regulations, whether or not expressly summarized herein. In the event of any inconsistency or omission, the governing federal authorities shall control. In general, Contractor agrees as follows:

(1) Remedies

The Owner shall have all administrative, contractual, and legal remedies available in the event of Contractor's violation or breach of this Agreement, including withholding of payments, disallowance of costs, termination, and recovery of damages.

(2) Termination for Cause and Convenience

The Owner may terminate this Agreement in whole or in part for cause or for convenience upon written notice (see Agreement for these provisions). In the event of termination for convenience, Contractor shall be paid only for allowable, properly documented costs incurred through the effective date of termination.

(3) Equal Employment Opportunity

For construction contracts in excess of $10,000, to the extent required by the applicable Federal award and then-current Federal law, the Contractor shall not discriminate in employment against any employee or applicant because of any characteristic protected by applicable Federal, State, or local law, and shall comply with all equal-employment-opportunity requirements imposed by the funding agency and applicable law, including any equal-opportunity clause the funding agency requires to be incorporated by reference. The Contractor shall flow this requirement down into covered subcontracts and purchase orders. Additionally, the Contractor and Subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

(4) Davis-Bacon Act and Copeland Anti-Kickback Act

When required by federal program statute or award conditions and applicable to construction activities, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141–3148), applicable wage determinations, certified payroll requirements, and the Copeland Anti-Kickback Act (40 U.S.C. § 3145).

(5) Contract Work Hours and Safety Standards Act

For contracts in excess of $100,000 involving mechanics or laborers, Contractor shall comply with overtime and safety requirements under 40 U.S.C. §§ 3701–3708.

(6) Clean Air Act and Federal Water Pollution Control Act

For contracts in excess of $150,000, Contractor shall comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and shall report violations as required.

(7) Debarment and Suspension

Contractor certifies that it and its principals are not suspended, debarred, or otherwise excluded from participation in federally funded transactions and shall comply with 2 C.F.R. Part 180 and Part 3000. Contractor shall verify eligibility through SAM.gov and shall flow this requirement to all subcontracts. Contractor shall execute the certifications attached hereto in Attachment A and B, and submit to the Owner prior to contract execution.

(8) Byrd Anti-Lobbying Amendment

For contracts in excess of $100,000, Contractor shall comply with 31 U.S.C. § 1352 and shall not use federal funds to influence or attempt to influence federal officials. Contractor shall complete required certifications and disclosures, including Standard Form-LLL, if applicable.

(9) Procurement of Recovered Materials

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act and 40 C.F.R. Part 247 and shall procure EPA-designated items containing the highest practicable percentage of recovered materials.

(10) Domestic Preferences for Procurements

To the greatest extent practicable, Contractor shall provide domestic end products and construction materials consistent with 2 C.F.R. § 200.322 and any applicable Buy America or Buy American requirements, unless a lawful waiver applies.

(11) Rights to Inventions

If the Agreement involves research, experimental, or developmental work, Contractor shall comply with 37 C.F.R. Part 401 regarding rights to inventions and federally funded intellectual property.

(12) Access to Records and Audit

Contractor shall provide the Owner, the awarding federal agency, Inspectors General, the Comptroller General of the United States, and their authorized representatives full access to any books, documents, papers, and records directly pertinent to this Agreement for audit, examination, copying, and transcription.

(13) Record Retention

Contractor shall retain all required records for a minimum of three (3) years from the date of submission of their final financial report, or for awards that are renewed quarterly or annually, three years from the date of submission of their quarterly or annual financial report, respectively, consistent with 2 C.F.R. § 200.334. Specific grant programs, state or local laws may mandate a longer retention period.

(14) Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, regulations, executive orders, and award terms and conditions.

(15) Conflicts of Interest

Contractor shall maintain written standards of conduct governing conflicts of interest and shall disclose any real or apparent conflicts to the Owner.

(16) Subcontractor Flow-Down

Contractor shall include all applicable federal provisions and certifications in every subcontract and shall be responsible for subcontractor compliance.

(17) No Contingent Fees

Contractor warrants that no person or agency has been retained to solicit or secure this Agreement upon an agreement or understanding for a contingent fee, except bona fide employees or established commercial agencies.

PART TWO - SPECIFIC CONTRACT REQUIREMENTS

The following sections outlines key contract provisions and compliance obligations that typically apply under federally funded awards subject to 2 C.F.R. Part 200. This document is intended to highlight the common requirements; it is not exhaustive and does not replace the full text of applicable statutes, regulations, or agency-specific award terms. Contractors remain responsible for reviewing and adhering to all requirements of the federal award, program legislation, and implementing regulations, including those not expressly summarized in this section.

REMEDIES

(For all awarded contracts with a value greater than the Simplified Acquisition Threshold as defined in 2 C.F.R. 200)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that

may be necessary to enforce the rights of the parties of this contract. 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.

Any violation or breach of terms of this contract of the Contractor or the Contractor's subcontractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Jefferson Parish General Terms and Conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE
(For all awarded contracts with a value greater than $10,000.00)

Jefferson Parish reserves the right to terminate this contract for cause or convenience pursuant to the applicable contract and/or the General Terms and Conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY
(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 C.F.R. Part 60)

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or

applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor 's legal duty to furnish information.

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

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The applicant further agrees more specifically, it will refrain from entering into any contract with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor s and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

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

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as

the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(10) The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor s and subcontractor with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

SPECIFIC CIVIL RIGHTS LAWS

The following provisions may be applicable depending upon the Federal agency and/or grant program:

A. TITLE VI OF THE CIVIL RIGHTS ACT AND LIMITED ENGLISH PROFICIENCY (LEP)

Compliance. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Executive Order 13166 ("Improving Access to Services for Persons with Limited English Proficiency"), and all applicable implementing regulations, agency guidance, grant conditions, and program requirements.

Nondiscrimination. The Contractor shall ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving Federal financial assistance. (42 U.S.C.A. § 2000d) Because discrimination based on a person's limited English proficiency can operate as national-origin discrimination, providing identical services is not necessarily equal treatment where LEP individuals are thereby denied a meaningful opportunity to participate. (*Lau v. Nichols*, 414 U.S. 563, 94 S. Ct. 786, 39 L. Ed. 2d 1 (1974))

Definitions (as used in this clause). "LEP individual" means a person who does not speak English as a primary language and who has a limited ability to read, speak, write, or understand English. "Meaningful access" means language assistance sufficient to allow an LEP individual to participate in, and benefit from, the program or service.

To the extent applicable to the Contractor's work, the Contractor shall:

1. Take reasonable steps to provide meaningful access to programs, services, and activities for LEP individuals, consistent with Executive Order 13166 and applicable Federal requirements — with the extent of language assistance calibrated to the number or proportion of LEP persons served, the frequency of contact with the program, the nature and importance of the program or service, and the resources available;
2. Comply with all applicable civil rights, nondiscrimination, notification, recordkeeping, reporting, and monitoring requirements, including any Title VI assurances or certifications required as a condition of Federal financial assistance;
3. Cooperate with the Agency in implementing and documenting compliance with applicable Federal civil rights and LEP requirements, and cooperate with any compliance review or complaint investigation, including providing access to records and facilities;
4. Promptly notify the Agency of any actual or potential noncompliance, and of any complaint alleging discrimination on the basis of race, color, or national origin (including failure to provide language access), that may affect compliance with Title VI or applicable LEP requirements;
5. Maintain records sufficient to demonstrate compliance and provide such records for monitoring, audit, or inspection upon request;
6. Include the substance of this clause in all applicable lower-tier subcontracts; and
7. Ensure subcontractor compliance with all applicable Federal civil rights and LEP requirements.

Enforcement. The Contractor understands that Title VI is enforced by the Federal funding agency through its implementing regulations, and that noncompliance may result in enforcement action, up to and including suspension or termination of Federal financial assistance, after notice and an opportunity to achieve voluntary compliance.

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

The Contractor 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.

C. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
Applicable to contracts and subcontracts over $10,000

(1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee

or applicant for employment is otherwise qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all

(2) employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(3) The Contractor agrees to comply with the rules, regulations, and relevant orders of the
   a. Secretary of Labor issued pursuant to the Act.

(4) In the event of the Contractor'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.

(5) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(6) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(7) The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

D. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination, including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

E. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. 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.

F. FAIR HOUSING ACT

The Contractor shall comply with the provisions of the Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, as applicable. This Act prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, because of race, color, religion, sex, familial status, national origin, and disability. It also requires that all federal programs relating to housing and urban development be administered in a manner that affirmatively furthers fair housing.

G. NONDISCRIMINATION — INDIVIDUALS WITH DISABILITIES (ADA TITLE II, 42 U.S.C. § 12132)

Consistent with Title II of the Americans with Disabilities Act, no qualified individual with a disability may, by reason of that disability, be excluded from participation in, denied the benefits of, or subjected to discrimination under the services, programs, or activities of a public entity. Where the Contractor performs services on behalf of, or in support of, a public entity's programs or activities, it should carry out that work in a manner that supports the public entity's compliance with this nondiscrimination requirement.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(Compliance with the Davis-Bacon Act and related federal labor standards shall be required solely where expressly applicable to the specific program, project, or funding source pursuant to statute, regulation, or written funding conditions. The Copeland "Anti-Kickback" Act applies to all prime construction contracts above $2,000 in situations where the Davis-Bacon Act also applies. For clarity, these provisions do not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program and Hazard Mitigation Assistance Programs including Hazard Mitigation Grant Program. The inclusion of this provision shall not be interpreted as an independent basis for the imposition of prevailing wage requirements. When Davis Bacon is applicable, it applies to awarded contracts for construction alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds with a value greater than $2,000.00.)

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those

contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractor s at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is utilized in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will

issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.*

The Federal Agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor , or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor , so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor , sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall

maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractor s employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractor s. Contractor s and subcontractor s shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the Contractor , or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(*1*) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5, and that such information is correct and complete;

(*2*) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly,

and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(4) *Apprentices and trainees—*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor 's

or subcontractor 's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(5) *Compliance with Copeland Act requirements.* The Contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these

clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor ‘s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.)

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the

District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this paragraph, of the U.S. Department of Labor liquidated damages rate in effect at the time of the violation in the sum of the U.S. Department of Labor liquidated damages rate in effect at the time of the violation for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages—

(i) Withholding Process. The (Federal, State agency and/or Jefferson Parish may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or
any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
(B) A contracting agency for its re-procurement costs;
(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
(D) A contractor's assignee(s);
(E) A contractor's successor(s); or
(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief,

including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part."

Further Compliance with the Contract Work Hours and Safety Standards Act:

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION COMPLIANCE

Where this Contract is funded, in whole or in part, with Federal financial assistance subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), the Contractor shall comply with all applicable requirements of the URA, 49 CFR part 24, and, where applicable, 24 CFR 570.606, as well as any applicable grant conditions.

The Contractor shall promptly notify the Agency if any Contract activity may involve:

- Acquisition of real property;
- Rehabilitation, demolition, or conversion of real property; or
- The temporary relocation or permanent displacement of any person.

The Contractor shall not initiate any activity that may result in acquisition, relocation, or displacement without the Agency's prior written authorization and direction.
To the extent applicable to the Contractor's work, the Contractor shall:

1. Comply with the acquisition, notice, relocation assistance, recordkeeping, and reporting requirements of 49 CFR part 24 and, where applicable, 24 CFR 570.606;
2. Cooperate with the Agency in implementing and documenting compliance with applicable Federal relocation requirements;
3. Maintain records sufficient to demonstrate compliance and provide such records for monitoring, audit, or inspection upon request;
4. Promptly notify the Agency of any actual or potential noncompliance or any circumstance that could trigger obligations under 49 CFR part 24 or 24 CFR 570.606;
5. Include the substance of this clause in all applicable lower-tier subcontracts; and
6. Ensure subcontractor compliance with all applicable Federal relocation requirements.

The Contractor acknowledges that compliance with the URA and applicable implementing regulations is a condition of this Contract. Failure to comply may result in remedies available under this Contract, applicable Federal requirements, or law, including the withholding of payments, disallowance of costs, corrective action, suspension of affected work, or termination, as appropriate.

Nothing in this clause shall be construed to waive, limit, or alter any requirement imposed by the URA, 49 CFR part 24, 24 CFR 570.606, or other applicable Federal laws, regulations, grant conditions, or Agency directives.

HISTORIC PRESERVATION (NHPA SECTION 106) – CONTRACTOR NOTICE

1. Applicability. Contractor acknowledges that the Project may be a federal or federally assisted undertaking subject to Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) and its implementing regulations (36 C.F.R. Part 800). Under those authorities, the responsible federal agency must take into account the effect of the undertaking on historic properties and afford the Advisory Council on Historic Preservation a reasonable opportunity to comment, which may require identification and evaluation of historic properties and coordination with the State or Tribal Historic Preservation Officer and other consulting parties. (54 U.S.C.A. § 306108)

2. Definitions (as used in this provision). "Historic properties" means districts, sites, buildings, structures, and objects listed in or eligible for the National Register of Historic Places. "Cultural resources" includes historic properties, archaeological resources, and human remains or funerary, sacred, or cultural items. Contractor should treat any suspected resource of this kind as covered by this provision until the applicable authority directs otherwise.

3. Performance of the Work. Contractor shall perform the Work in a manner that avoids, minimizes, or mitigates adverse effects to any historic property, archaeological resource, or other cultural resource encountered, and shall comply with all Project-specific avoidance measures, monitoring requirements, and work restrictions issued by Owner or the applicable authority. Contractor shall not collect, remove, disturb, or damage any cultural resource except as expressly authorized in writing. (36 C.F.R. § 800.13)

4. Subcontractor flow-down. Contractor shall include the substance of this provision in all subcontracts and purchase orders at every tier for work performed on the Project site, and remains responsible for compliance by its subcontractors and their personnel.

5. Discovery / Stop-Work Notice. If Contractor discovers or suspects the presence of archaeological materials, human remains, funerary or sacred objects, or other cultural resources, Contractor shall immediately stop work in the affected area, secure the area to prevent further disturbance, and promptly notify Owner. Contractor shall not resume work in the affected area until it receives written direction from Owner. Contractor understands that a discovery after work has begun may require the agency to notify the State or Tribal Historic Preservation Officer and the Advisory Council, which can affect the timing of any resumption. (36 C.F.R. § 800.13). A Stop-Work Notice, may result in a Change Order to address any resulting cost or schedule impact, as provided in the Agreement's changes and delay provisions.

6. Human remains and Native American cultural items. If the discovery involves human remains or items that may be Native American cultural items on federal or tribal land, Contractor shall, in addition to the steps in Section 5, cease activity in the area of the discovery, make a reasonable effort to protect the items in place, and not resume the affected work until directed. Applicable federal law, including the Native American Graves Protection and Repatriation Act (25 U.S.C. § 3002), imposes notice requirements and a waiting period before such activity may resume.

7. Interaction of Louisiana law. Contractor shall also comply with the Louisiana Unmarked Human Burial Sites Preservation Act (La. R.S. 8:671 et seq.) and the Louisiana archaeological resources statutes (La. R.S. 41:1601 et seq.) where site is private or state land. If Contractor discovers or receives an unmarked burial site, human skeletal remains, or burial artifacts, Contractor shall immediately cease any activity that may disturb the site, secure the area, and give the notices required by La. R.S. 8:680 — including notice to local law enforcement within 24 hours and to the Department of Culture, Recreation and Tourism, division of archaeology, within the time the statute requires. Contractor shall not resume work in the affected area until the required state permit has been issued and Owner has given written direction to proceed. (La. R.S. § 8:680)

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This section only applies if the federal award meets definition of "funding agreement" under 37 C.F.R. §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts.)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(2) *Subject invention* means any invention of the *Contractor conceived* or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 C.F.R. 121.3-8 and 13 C.F.R. 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *Contractor will* disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *Contractor personnel* responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript

describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *Contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *Contractor will* file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *Contractor will* file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *Contractor will* convey to the *Federal agency,* upon written request, title to any subject invention—

(1) If the *Contractor fails* to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *Contractor to* disclose or elect within the specified times.

(2) In those countries in which the *Contractor fails* to file patent applications within the times specified in (c) above; provided, however, that if the *Contractor has* filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *Contractor shall* continue to retain title in that country.

(3) In any country in which the *Contractor decides* not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *Contractor will* retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *Contractor fails* to disclose the invention within the times specified in (c), above. The *Contractor 's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *Contractor is* a party and includes the right to grant sublicenses of the same scope to the extent the *Contractor was* legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal agency*

except when transferred to the successor of that party of the *Contractor 's* business to which the invention pertains.

(2) The *Contractor 's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 C.F.R. part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *Contractor has* achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *Contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *Contractor a* written notice of its intention to revoke or modify the license, and the *Contractor will* be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *Contractor)* after the notice to show cause why the license should not be revoked or modified. The *Contractor has* the right to appeal, in accordance with applicable regulations in 37 C.F.R. part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *Contractor agrees* to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *Contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *Contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *Contractor* each subject invention made under *contract* in order that the *Contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The *Contractor shall* instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *Contractor will* notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *Contractor agrees* to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the

contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *Contractor will* include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *Contractor in* this clause, and the *Contractor will* not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor 's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency,* subcontractor , and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *Contractor or* its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the *agency* may reasonably specify. The *Contractor also* agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *Contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *Contractor agrees* that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *Contractor or* its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *Contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 C.F.R. 401.6 and any supplemental regulations of the *agency* to require the *Contractor ,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *Contractor ,* assignee, or exclusive

licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *Contractor or* assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *Contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *Contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *Contractor is* a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *Contractor;*

(2) The *Contractor will* share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 C.F.R. 401.10;

(3) The balance of any royalties or income earned by the *Contractor with* respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *Contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *Contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *Contractor.* However, the *Contractor agrees* that the Secretary may review the *Contractor 's* licensing program and decisions regarding small business applicants, and the *Contractor will* negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *Contractor could* take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Council Chair
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

PATENTS

(1) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

(2) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

(3) If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
(For all awarded contracts with a value greater than $150,000.00)

(1) The Contractor and all subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.
(2) The Contractor agrees to report each violation to Jefferson Parish and understands and agrees that the Jefferson Parish will, in turn, report each violation as required to assure notification to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) 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.

FLOOD DISASTER PROTECTION

The Contractor acknowledges that the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001–4131), and implementing regulations apply to this Agreement to the extent that federal financial assistance provided under this Contract is used for the acquisition, construction, reconstruction, rehabilitation, repair, or improvement of any building or insurable structure located, or to be located, within a Special Flood Hazard Area as identified by the Federal Emergency Management Agency. Where such conditions exist, the Contractor shall obtain and maintain, for the useful life of the property or the term required by law, flood insurance coverage in an amount at least equal to the insurable value of the structure or the maximum coverage available under the National Flood Insurance Program, whichever is less, and shall comply with all related federal floodplain management and insurance requirements. This provision shall not apply to assistance that does not involve the acquisition or construction of real property or that constitutes general or formula grant funding not tied to a specific insurable structure.

ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

LEAD-BASED PAINT COMPLIANCE

Contractor acknowledges that this Project may be funded in whole or in part with U.S. Department of Housing and Urban Development ("HUD") assistance and may involve target housing and/or child-occupied facilities constructed prior to 1978. Contractor shall comply with all applicable federal lead-based paint requirements, including without limitation the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851 et seq.), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821 et seq.), and HUD's Lead Safe Housing Rule at 24 C.F.R. Part 35.

To the extent applicable, Contractor shall:

(1) perform required lead hazard evaluation, risk assessment, testing, interim controls, abatement, or clearance activities in accordance with 24 C.F.R. Part 35 and all EPA and state certification requirements;
(2) ensure that all individuals and firms conducting lead-based paint activities are properly trained and certified;
(3) utilize lead-safe work practices and containment procedures;
(4) provide all required notices, disclosures, and educational materials to occupants and owners;

(5) maintain documentation demonstrating compliance with all testing, hazard reduction, and clearance requirements; and
(6) flow down these requirements to all subcontractors performing covered work.

Failure to comply with these requirements shall constitute a material breach of this Agreement.

ENVIRONMENTAL REVIEW COMPLIANCE

Contractor acknowledges that all activities funded in whole or in part with U.S. Department of Housing and Urban Development ("HUD") assistance are subject to the environmental review requirements of the National Environmental Policy Act ("NEPA"), 42 U.S.C. § 4321 et seq., and HUD's implementing regulations at 24 C.F.R. Part 58 (or Part 50, as applicable), together with all related federal and state environmental laws and authorities. No physical or choice-limiting actions, including acquisition, rehabilitation, construction, demolition, or commitment of funds, shall occur until the required environmental review has been completed and formal environmental clearance has been issued by the Responsible Entity or HUD.

The Contractor shall cooperate fully in the environmental review process, provide all information and documentation reasonably requested to evaluate potential environmental impacts, and conduct all work in a manner consistent with the approved environmental determination and any required mitigation measures or conditions of approval. Compliance with all applicable environmental requirements is a condition precedent to performance under this Agreement.

DEBARMENT AND SUSPENSION
(Each Contractor must complete certification and submit prior to contract execution.)

The Contractor represents and warrants that it and its subcontractors are not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 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."

If this contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, then as such, the Contractor is required to verify that none of the Contractor's 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).

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

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.

BYRD ANTI-LOBBYING AMENDMENT

(Each Contractor must complete certification and submit prior to contract execution.)

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor , 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 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 federally 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. Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000.00 shall certify and disclose accordingly.

4. Contractors who apply or bid for an award of more than $100,000 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 who in turn will forward the certification(s) to the federal agency.

PROCUREMENT OF RECOVERED MATERIALS

(for all purchase price of items exceeding $10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.00)

(1) In the performance of this contract, the Contractor 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.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program

(3) Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Contactor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

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

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

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

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit Contractors from providing—

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

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

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

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

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

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or

subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

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

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

TRAFFICKING IN PERSONS — PROHIBITION AND CERTIFICATION (2 CFR PART 175)

The Contractor, and any subcontractor at any tier, is prohibited from engaging in trafficking in persons during the term of this award. Prohibited conduct includes severe forms of trafficking in persons, procuring a commercial sex act, and using forced labor. It also includes acts that support or advance trafficking — such as confiscating or denying an employee access to identity or immigration documents, using fraudulent recruitment practices, charging employees recruitment or placement fees, failing to provide required return transportation, or providing housing that fails to meet host-country safety standards. (2 C.F.R. § 175.105)

The Contractor must immediately notify the awarding agency and the agency's Inspector General of any credible information that trafficking-related conduct has occurred, and must fully cooperate with any related audit, investigation, or corrective action. The Government may terminate the award or take other remedial action, without penalty, for a violation. (2 C.F.R. § 175.105)

CONFLICT OF INTEREST

(1) Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this

submission warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

(2) The Contractor covenants that it has no interest, and shall acquire none, direct or indirect, that would conflict in any manner with its performance, and that no person having such an interest shall be employed on the work.

(3) Consistent with 2 C.F.R. § 200.318(c) (2 C.F.R. § 200.318), the Owner maintains, and requires the Contractor to maintain, written standards of conduct covering conflicts of interest (including organizational conflicts of interest where applicable) governing the selection, award, and administration of contracts.

(4) The Contractor shall promptly disclose in writing to the Owner and the Federal awarding agency (and its Office of Inspector General) any credible evidence of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity, or of the civil False Claims Act, in connection with this Agreement, as required by 2 C.F.R. § 200.113.

DEPARTMENT OF AGRICULTURE BUY AMERICAN PROVISION

(This specific requirement applies to contracts for projects receiving federal financial assistance through USDA. Pursuant to Uniform Guidance 2 C.F.R. § 200.322, performance of the provision for domestic preference applies to all contracts funded through federal financial assistance not only for the agricultural commodities (see following section for more on this compliance piece).)

Definition of domestic commodity or product: the term 'domestic commodity or product' means -

* An agricultural commodity that is produced in the United States; and

* A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

* Any commodity required by the Federal Grant to be domestically manufactured; parts or equipment to be manufactured in the United States.

Jefferson Parish shall require that a school food authority (SFA) purchase, to the maximum extent practicable, domestic commodities or products.

1. The SFA and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 C.F.R. Part 250 and 7 C.F.R. Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products. This requirement pertains to component items. It does not include spices, sauces, etc.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is

defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 C.F.R. Part 210.21(d). Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of day 14 days in advance of delivery. The request must include the:

A. Alternative substitute (s) that are domestic and meet the required specifications:
1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or

2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Applicability. This provision applies only to procurements of food and food products made with nonprofit school food service account funds under the National School Lunch Program or School Breakfast Program (7 C.F.R. Parts 210, 220, and 250). It does not apply to other procurements under this Agreement, which are governed by the domestic-preference and Build America, Buy America provisions below.

BUILD AMERICA, BUY AMERICA (BABA) ACT 2 C.F.R. 200.184

FEMA HMGP funded projects are not subject to BABAA

a) As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award unless exempted by a general waiver or a project-/product-specific waiver and the Made in America Office (MIAO) at the Office of Management and Budget (OMB).

b) For Covered Materials not otherwise exempted from the Buy America Preference (BAP), the undersigned certifies the following: All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or

manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and All construction materials used in the project are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

c) For purposes of this section:
   1. ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   2. ''Manufactured products'' means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Providing Good, Safe Jobs to Workers

Creating Good Jobs.
Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

Buy Clean
Jefferson Parish encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, Jefferson Parish encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

SECTION 3
(This regulation must be followed when projects assisted with housing and community development financial assistance exceed $200,000 for the following construction activities: housing rehabilitation, housing construction, and other public construction (e.g., public facilities and improvements) projects assisted with housing and community development financial assistance.)

1. Section 3 of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by

certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the federal assistance is spent.

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or a very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 C.F.R. Part 75 (formerly 24 C.F.R. Part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing federal, state, and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 C.F.R. Part 75 and any other applicable statutes or regulations. Subrecipient and any of its Contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

i. 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.

ii. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 75, 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 75 regulations.

iii. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor 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.

iv. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, 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 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

v. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor 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 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 75.

vi. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

vii. 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, preference and opportunities for training and employment shall be given to Indians, and 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).

c. Section 3 Benchmarks and Reporting

i. Benchmarks. Contracts with CDBG awards over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these minimum numeric goals:

1. 25% of the total hours on a Section 3 project must be worked by Section 3 workers; and

2. Five percent of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

ii. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 C.F.R. § 75.23, pursuant to 24 C.F.R. § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those of its Contractors and subcontractors pursued.

iii. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or the State of Hawaii, which may be amended from time to time for HUD reporting purposes.

ACCESS TO RECORDS

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide Jefferson Parish, the recipient, the Federal Agency 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.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, Jefferson Parish and the Contractor acknowledge and agree that no language in this contract is intended

to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

WHISTLEBLOWER PROTECTION (41 U.S.C. § 4712)

An employee of the Contractor or any subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract or grant.

This protection applies to disclosures made to Congress, an Inspector General, the Government Accountability Office, a federal official responsible for contract oversight, the Department of Justice or other law enforcement, a court or grand jury, or a management official who has responsibility to investigate or address misconduct. The Contractor should inform its employees of these rights.

DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific preapproval. The Contractor shall include this provision in any subcontracts.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The 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.

AFFIRMATIVE SOCIOECONOMIC STEPS

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

COPYRIGHT

License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to Jefferson Parish, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Jefferson Parish or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Jefferson Parish data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Jefferson Parish.

PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving a sentence in a penal or correctional institution shall be employed on work under any Contract.

ASSIGNABILITY

The Contractor shall not assign any interest in any Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties shall comply with the applicable requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, and any awarding-agency implementing regulations, as they

relate to the use of Federal funds under this Agreement. (2 C.F.R. Part 200 supersedes the former OMB Circulars, including A-21, A-87, A-102, A-110, A-122, and A-133.)

DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in any 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.

PART THREE DEFINITIONS

For purposes of this document and any associated agreements, the following terms have the meanings set forth below. Where applicable, definitions are consistent with 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

(1) Contractor
   a. An entity that receives a contract, as defined in 2 C.F.R. § 200.1, to provide goods or services to the Recipient or Subrecipient for the Recipient's own use or benefit in carrying out a Federal award. A Contractor operates in a competitive environment, provides similar goods or services to many purchasers, and is not subject to Federal programmatic compliance requirements.

(2) Subcontractor
   a. A Contractor engaged by another Contractor to perform a portion of the Contractor's obligations under a prime contract. A subcontractor has no direct Federal award relationship with the Federal agency or the Recipient and is treated as a Contractor for purposes of Uniform Guidance compliance.

(3) Subrecipient
   a. An entity that receives a subaward from the Recipient to carry out a portion of a Federal award and that is responsible for programmatic decision-making and compliance with applicable Federal statutes, regulations, and award terms and conditions. A Subrecipient does not include an individual that is a beneficiary of the program. See 2 C.F.R. § 200.1.

(4) Recipient / Owner

a. The non-Federal entity that receives a Federal award directly from a Federal agency and is legally responsible for the administration of the award, including oversight of Subrecipients, procurement of Contractors, and compliance with all applicable requirements. For purposes of this document, "Owner" refers to the same entity when acting as the contracting party.

(5) Federal Agency

a. An executive department, independent establishment, or other agency of the Federal Government that awards and administers Federal financial assistance. See 2 C.F.R. § 200.1.

(6) Federal Award

a. Federal financial assistance that a Recipient receives directly from a Federal agency or indirectly through a pass-through entity, including grants, cooperative agreements, and subawards, but excluding contracts used to procure goods or services for the government's own use.

(7) Subaward

a. An award provided by a Recipient to a Subrecipient to carry out part of a Federal award. A Subaward creates a Federal assistance relationship, not a procurement relationship.

(8) Contract

a. A legal instrument by which a Recipient or Subrecipient purchases property or services needed to carry out a project or program under a Federal award. A Contract creates a procurement relationship, not a Federal assistance relationship.

(9) Pass-Through Entity (PTE)

a. A non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program. When issuing Subawards, the Recipient functions as a Pass-Through Entity.

(10) Program Income

a. Gross income earned by the Recipient or Subrecipient that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. See 2 C.F.R. § 200.1.

(11) Period of Performance

a. The time interval between the start and end dates of a Federal award during which the Recipient or Subrecipient is authorized to incur allowable costs and perform the approved work.

(12) Allowable Costs

a. Costs that are necessary, reasonable, allocable, consistently treated, and compliant with 2 C.F.R. Part 200, Subpart E, and the specific terms of the Federal award.

(13) Procurement

a. The process of acquiring property or services required to carry out a Federal award, subject to the standards in 2 C.F.R. §§ 200.317–200.327.

(14) Micro-purchase, Small Purchase, Sealed Bid, Competitive Proposal, and Noncompetitive Procurement

a. The procurement methods authorized under 2 C.F.R. § 200.320, each with applicable dollar thresholds and procedural requirements.

(15) Suspension and Debarment

a. The government-wide exclusion of a person or entity from participation in Federal programs and procurement activities. Compliance with 2 C.F.R. Part 180 and 2 C.F.R. § 200.214 is required.

(16) Equipment

a. Tangible personal property having a useful life of more than one year and a per-unit acquisition cost equal to or exceeding the capitalization threshold established by the Recipient (or $5,000, if lower). See 2 C.F.R. § 200.1.

(17) Supplies

a. All tangible personal property other than equipment.

(18) Cost Sharing or Matching

a. The portion of project costs not paid by Federal funds that is required or voluntarily committed as a condition of the Federal award.

(19) Internal Controls

a. Processes designed and implemented to provide reasonable assurance regarding compliance, safeguarding of assets, and proper stewardship of Federal funds, consistent with 2 C.F.R. § 200.303.

(20) Questioned Costs

a. Costs identified by audit or oversight as potentially unallowable, unsupported, or noncompliant with Federal requirements.

APPENDIX A: The ensuing contract for this solicitation may be eligible for federal reimbursement. As such this appendix will be applicable accordingly and shall be considered a part of the procurement documents. All applicable certifications must be duly completed, signed and submitted prior to contract execution.

Attachment A

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acquisition.gov/far/index.html see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____
(Name and Title of bidder's official)

_____
(Name of bidder/company)

_____
(Address)

_____
(Address)

PHONE _____ FAX _____

EMAIL _____

_____Signature _____Date

APPENDIX A: The ensuing contract for this solicitation may be eligible for federal reimbursement. As such this appendix will be applicable accordingly and shall be considered a part of the procurement documents. All applicable certifications must be duly completed, signed and submitted prior to contract execution.

Attachment B

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on
(name and title of bidder's official)

behalf of _____ that:
(name of bidder)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, 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 is 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.

Executed this _____ day of _____, _____.

By _____
(signature of authorized official)

_____
(title of authorized official)