

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Contract”) is made the ____ day of _____, 20____, in the Territory of the Virgin Islands, by and between the **Schneider Regional Medical Center** (hereinafter “SRMC”), a medical facility under the jurisdiction and control of the **Government Hospitals and Health Facilities Corporation** (hereinafter “GHHFC”), which in turn is a body corporate and politic constituting a public benefit corporation and public entity of the Government of the Virgin Islands (the “Government”) whose address is 4007 Estate Diamond Ruby, Christiansted, St. Croix, U.S. Virgin Islands 00821, by and through the **GHHFC** (SRMC by and through the GHHFC shall hereinafter be referred to as the “Hospital”); and [LEGAL NAME OF CONTRACTOR], a [JURISDICTION OF FORMATION] [TYPE OF ENTITY (e.g., corporation, limited liability company)] whose address is [STREET ADDRESS] (hereinafter referred to as “Contractor”) (collectively, the Hospital and the Contractor shall be referred to as the “Parties”).

WITNESSETH:

WHEREAS, the Hospital is in need of the services of a Contractor to [Insert SUMMARY SCOPE OF SERVICES], which duties and responsibilities are more particularly described in **Addendum I (Scope of Work)** attached hereto and incorporated herein; and

WHEREAS, in furtherance of the foregoing need, the Hospital issued and published an [Invitation for Bids or Request for Proposals] [SOLICITATION NUMBER] dated [DATE] along with Appendix I to the said Solicitation containing the scope of work and other pertinent requirements, and [REFERENCE ANY MODIFICATIONS TO THE SOLICITATION by modification number and date] (collectively, the [“IFB” or “RFP”]), all of which are incorporated herein by reference; and

WHEREAS, as a result of the competitive procurement process conducted in conformity with applicable law including the Hospital’s standard procurement policy, the Contractor’s [Bid or Proposal] submitted in response to the [IFB or RFP] (the [“Contractor’s Bid” or “Contractor’s Proposal”]), which is incorporated herein by reference, was selected for the [DESCRIPTION] work which is the subject of the [IFB or RFP] and this Contract (the “[DESCRIPTION] Work”); and

OR:

WHEREAS, the Contract is for [services exempt from advertised bidding] and the Contractor was selected in accordance with 19 V.I.C. § 245a; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described in **Addendum I (Scope of Work)** attached hereto and made a part of this Contract.

2. TERM

This Contract shall commence upon execution by the Parties. The term of this Contract shall expire [DATE] unless extended or terminated pursuant to the terms hereof. No work is authorized or subject to compensation hereunder unless and until this Contract shall have been fully executed by the Parties.

3. COMPENSATION

(A) **Fixed Fee for Services** [If hourly, **Fee for Services** with hourly compensation terms; cap on the total amount]

The Hospital, in consideration of the satisfactory performance of the services described in **Addendum I (Scope of Work)**, agrees to pay Contractor a fixed fee in the amount of [AMOUNT in WORDS] Dollars (\$[AMOUNT in NUMBERS]) (the “Fixed Fee”) in accordance with the provisions set forth in **Addendum II (Compensation)**, attached hereto and incorporated herein.

(B) **Travel Expenses** [If no expenses allowed, contract will state that compensation includes all expenses]

In addition to the Fixed Fee set forth above, Contractor shall be reimbursed, on an actual cost basis for ordinary out of pocket travel expenses reasonably necessary to the timely performance of its obligations hereunder, for trips which have been authorized in advance by the Hospital in writing. The total expense reimbursement hereunder shall be subject to a cap of [AMOUNT in WORDS] Dollars (\$[AMOUNT in NUMBERS]) and the following restrictions: (i) any air travel shall be booked at the lowest available main cabin fare and in advance to minimize cost; (ii) any hotel accommodations shall be for standard rooms at non-luxury hotels; (iii) any ground transportation costs shall be at published taxi fare rates of the Virgin Islands Taxi Commission or for the rental of standard non-premium class vehicles and associated fuel charges; (iv) any meals shall be at non-luxury establishments; (v) the amount of any reimbursement for hotel lodging, meals and incidentals shall not exceed the per diem rates in effect at the time the charge was incurred as set by the U.S. Department of Defense through the General Services Administration for St. Thomas, St. John, or St. Croix, as applicable; and (vi) costs shall conform to the Cost Principles for federally funded projects set forth at Subpart E of Title 2 of the Code of Federal Regulations.

(C) **Contract Price**

As more fully set forth above, for purposes of this Contract, the total compensation hereunder, including expenses, shall not exceed the amount of [AMOUNT in WORDS] Dollars

(\$[AMOUNT in NUMBERS]) (the “Contract Price”).

4. INVOICES AND RECORDS

Contractor shall maintain fully documented and precise records of all tasks performed in sufficient detail to enable the Hospital to verify compliance with the Scope of Work and shall submit its duly completed invoices, which shall include an itemization of all expenses and copies of all expense receipts, no more frequently than once per month. [If no expenses, expenses and receipts clause will be deleted]

5. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

6. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Hospital and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Hospital.

7. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Hospital or the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Hospital or the Government liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security or other taxes for Contractor, its servants, agents or independent contractors.

8. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Hospital.

9. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the Hospital, expressly including the GHHFC, and the Government from and against any and all losses, damages, liabilities, claims, demands, detriments, costs, charges and expenses (including attorney’s fees) and causes of action of whatsoever character which the Hospital, expressly including the GHHFC, or the Government generally may incur, sustain or be subjected to, arising out of or in any way

connected to the services to be performed by Contractor under this Contract and arising from any cause except the sole negligence of the Hospital, GHHFC or the Government.

10. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

11. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction over this Contract as well as venue shall be and remain in the United States Virgin Islands.

12. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the Parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

13. ENTIRE AGREEMENT

This Contract, including the provisions of **Addendum I (Scope of Work)**, **Addendum II (Compensation)**, **Addendum III (FEMA Rider)**, and **Addendum IV (HUD Rider)**, all of which are attached hereto and incorporated herein by reference, as well as relevant provisions of the [IFB or RFP] and Contractor's [Bid or Proposal], which are also incorporated herein by reference, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior understandings or communications, written or oral, with respect to subject matter of this Contract are merged herein. In the event of a direct conflict between the [Bid or Proposal] and the [IFB or RFP], the terms of the [IFB or RFP] shall be controlling, and in the event of a direct conflict between the [IFB or RFP] and the terms of this Contract, the terms of this Contract shall be controlling.

14. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Hospital will have the right to withhold out of any payment due to Contractor, such sums as the Hospital may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Hospital may apply such sums in such manner as the Hospital may deem proper to secure itself or to satisfy such claims. The Hospital will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold. No such withholding or

application shall be made by the Hospital if and while Contractor gives satisfactory assurance to the Hospital that such claims will be paid by Contractor or its insurance carrier, if applicable, in the event that such contest is not successful.

15. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval or ratification of the Board of Directors of GHHFC.

16. TERMINATION

The Hospital shall have the general right to terminate this Contract with or without cause or for convenience on ten (10) calendar days written notice to the Contractor specifying the date of termination. The Contractor shall be entitled to receive payment for authorized services provided to the date of termination.

17. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Hospital, in part, whenever the Hospital shall deem such termination advisable or convenient. This partial termination shall be effected by ten (10) days' notice to the Contractor specifying the extent to which the term(s) and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for authorized services provided to the date of termination, including payment for authorized services rendered during the period of the ten (10) day notice.

18. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

19. CONFLICT OF INTEREST

- (A) Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (B) Contractor further covenants, on behalf of itself and its principals, that Contractor (and any principal of Contractor) is:
 - (1) not a territorial officer or employee (*i.e.*, the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or

independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or

- (2) a territorial officer or employee and, as such, has:
- (i) familiarized itself (or himself/herself, as the case may be) with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in an official capacity;
 - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

20. EFFECTIVE DATE

The effective date of this Contract shall be the date all Parties have fully executed the Contract (the “Effective Date”).

21. NOTICE

Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the following officer, or authorized successor thereof, of the parties or as follows:

to the Hospital: Christopher E. Finch
Board Chair
Government Hospitals and Health Facilities Corporation
4007 Estate Diamond Ruby
Christiansted, St. Croix, U.S. Virgin Islands 00821

with copies via email to: christoperefinch@gmail.com
dwilliams@jflusvi.org
cthomas@jflusvi.org
lorinkleeger@gmail.com

to the Contractor: [NAME]
[TITLE]
[ADDRESS]

with a copy via email to: [CONTRACTOR’S EMAIL ADDRESS]

Notice which is hand delivered shall be deemed given upon delivery. Notice which is

mailed shall be deemed given three (3) days following deposit in the U.S. Mail, postage prepaid. Email copies shall be deemed provided upon transmission. A party may change the person or address for notice hereunder by providing notice pursuant to this provision.

22. LICENSURE

The Contractor covenants that it has:

- (A) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations; and has
- (B) obtained all applicable licenses or permits, permanent, temporary or otherwise, as may be required for the performance of the work hereunder, whether by federal law or by Title 27 of the Virgin Islands Code, and is, to the extent required under the provisions of Title 13 of the Virgin Islands Code, authorized to do business in the Territory.

To the extent applicable to the services to be performed hereunder, Contractor further represents that it is in compliance with the corporate and licensing laws of the United States Virgin Islands and if authorization to do business in the Virgin Islands is required by law, has provided the Hospital with proof of same in the form of a valid Virgin Islands business license in the company name of Contractor and the relevant documentation from the Corporations Division of the Office of the Lieutenant Governor. Contractor further covenants that as a condition of continued payment hereunder, it shall maintain the validity of any required business license at all times while performing work hereunder. Any subcontractors approved by the Hospital pursuant to the terms of this Contract shall similarly provide such documentation as a condition of approval of any subcontract and payment for any work performed thereunder.

23. CONTRACT PROVISIONS FOR FEMA OR HUD FUNDING

Contractor acknowledges that this Contract may be funded in whole or in part with federal funds administered by the Federal Emergency Management Agency (FEMA) subject to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (the “Stafford Act”) or by local matching funds or other local or federal public sources, including without limitation Community Development Block Grant Disaster Recovery (“CDBG-DR”) funds administered by the United States Department of Housing and Urban Development (HUD), and this Contract is accordingly subject to availability and approval of such funding. To the extent the same may be applicable, the Contractor shall comply with all relevant provisions and execute and provide any further compliance certifications and such related documentation as may be appropriate or mandated under local and federal law, regulations and implementing guidance as well as all program-specific requirements as administered by FEMA, HUD, the Virgin Islands Territorial Emergency Management Agency (VITEMA), the Office of Disaster Recovery of the Virgin Islands Public Finance Authority, the Virgin Islands Housing Finance Authority (VIHFA), or other relevant local or federal administering agency in connection with Stafford Act or CDBG-DR funding and any related or supplemental federal or local funding, as the same may be revised and updated from

time to time, including but not limited to relevant provisions of 2 C.F.R. Part 200, as well as the specific compliance requirements and flow-down clauses set forth in Appendix II of 2 C.F.R. Part 200, along with the additional terms and conditions of **Addendum III (FEMA Rider)** and **Addendum IV (HUD Rider)**, both of which are attached hereto and incorporated herein by reference, to the extent applicable.

24. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Hospital or the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

25. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract may be funded, in whole or in part, by federal funds and that the Government and the Hospital are recipients of federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

26. INSURANCE

Throughout the term of this Contract, Contractor shall pay all premiums for and maintain in effect, with a responsible insurance company or companies acceptable to the Hospital and authorized to do business in the Territory, policies of insurance in a form acceptable to the Hospital for the benefit of the Hospital (specifically covering the SRMC and the GHHFC) and Contractor, as their interests may appear, for the following types of insurance with minimum amounts as indicated, and Contractor agrees to a waiver of subrogation against the Hospital for any and all matters related to an insured loss:

- (A) Workers' Compensation in an amount and type specified by the laws of the Territory;
- (B) Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than One Million Dollars (\$1,000,000.00) per claim.
- (C) Commercial General Liability insurance, with coverage on an occurrence basis, for any occurrence resulting in bodily harm and personal injury to or the death of any person(s) and consequential damages arising therefrom and (b) property damage with both coverages being in a sum of at least One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) general aggregate; such insurance to also include coverage for completed operations;

- (D) Automobile/vehicle liability for all owned, hired, and non-owned automobiles in an amount of at least Five Hundred Thousand Dollars (\$500,000.00) combined single limit; and
- (E) Such other types of insurance and such additional amounts of insurance as, in the Hospital’s judgment, are necessitated by good business practice.

Prior to starting any work under this Contract but in no case later than ten (10) calendar days after the Effective Date, Contractor shall provide the Hospital with a certificate of insurance which confirms that Contractor has the above coverages, names the Hospital (specifically including SRMC and GHHFC) as an “Additional Insured” and states that the Contractor shall be notified thirty (30) days prior to any cancellation or non-renewal of any such coverage. A complete certified copy of each policy shall also be sent to the Hospital within thirty (30) days of the Effective Date of the Contract.

27. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

Contractor shall respect and abide by all federal and local laws pertaining to confidentiality with regard to all information and records obtained or reviewed in the course of providing services under this Contract. Contractor agrees to adhere to policies and procedures adopted by the Hospital and all federal requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) governing the privacy, security and use of protected health information.

28. CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS) COMPLIANCE

In performing its obligations hereunder, Contractor shall comply with all laws, regulations and policies administered by the Centers for Medicare & Medicaid Services (CMS). To the extent applicable, all work performed hereunder shall conform to relevant CMS standards, and the Contractor shall maintain compliance documentation for any and all relevant components or systems of design, testing, performance, and commissioning of the project which is the subject of this Contract and provide such documentation within the time period specified by the most current version of the codes and regulations that govern such component or system.

29. COUNTERPARTS

This Contract may be executed in counterpart copies, which together shall constitute a fully executed agreement. Counterparts may be delivered via fax, e-mail (including pdf of any electronic signature complying with the provisions of 15 U.S.C. §§ 7001 et seq. and 11 V.I.C. §§ 101-120) and any counterparts so delivered shall be deemed to have been duly and validly delivered and shall be valid and effective for all purposes and treated in all respects as an original instrument bearing original signature.

30. AUTHORIZATION

By signing below, the signatories represent that they are duly authorized to bind the entity on behalf of which they execute this Contract as provided herein.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year written below.

WITNESS:

**JUAN F. LUIS HOSPITAL AND MEDICAL
CENTER by and through the GOVERNMENT
HOSPITALS AND HEALTH FACILITIES
CORPORATION**

_____ **By:** SAMPLE ONLY **Date:** _____
**Christopher E. Finch,
Government Hospitals and Health
Facilities Board Chair**

[FULL LEGAL NAME OF CONTRACTOR]

_____ **By:** _____ **Date:** _____
**[NAME]
[TITLE]**

**Addendum I
(Scope of Work)**

[SCOPE OF WORK]

SAMPLE ONLY

**Addendum II
(Compensation)**

[COMPENSATION SCHEDULE: tied to specific deliverables; timetable for performance as applicable.]

SAMPLE ONLY

**Addendum III
(FEMA Rider)**

STAFFORD ACT PUBLIC ASSISTANCE GRANT COMPLIANCE

This Contract may be funded, in whole or in part, under a Public Assistance grant made pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (“Stafford Act”). To the extent the same may be applicable to the performance of the Contractor’s obligations under this Contract, the following required funding provisions are incorporated as terms and conditions of the Contract:

Equal Employment Opportunity

In compliance with the provisions of 41 C.F.R. Part 60-1.4(b), to the extent the same may apply hereto, 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.

(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.

The Hospital 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, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of the Government which does not participate in work on or under the Contract.

The Hospital agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors 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.

The Hospital further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, 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 contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Hospital 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.

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 forty 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 forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (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 section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA or the relevant grant recipient hereunder shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the

clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the Hospital and understands and agrees that the Hospital will, in turn, report each violation as required to assure notification to the 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.

Federal Water Pollution Control Act

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

(2) The Contractor agrees to report each violation to the Hospital and understands and agrees that the Hospital will, in turn, report each violation as required to assure notification to the 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.

Suspension and Debarment

(1) This Contract is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. 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).

(2) 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.

(3) This certification is a material representation of fact relied upon by the Hospital. 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 the Hospital, the Federal Government may pursue available remedies,

including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C throughout the period of this Contract, and further agrees to include a provision requiring such compliance in any of its lower tier covered transactions.

Byrd Anti-Lobbying Amendment

Under the provisions of 31 U.S.C. § 1352 (as amended), contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. By executing this Contract, the Contractor hereby specifically adopts and endorses the following certification:

APPENDIX A, 44 C.F.R. PART 18 –
CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and
Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal

contract, grant, loan, or cooperative agreement, the undersigned Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By execution of this Contract, the Contractor expressly certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Procurement of Recovered Materials

(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—

- (A) Competitively within a timeframe providing for compliance with the Contract performance schedule;
- (B) Meeting Contract performance requirements; or
- (C) 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 web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

Access to Records

The following access to records requirements apply to

this Contract:

(1) The Contractor agrees to provide the Government and any relevant recipient agency, the Hospital, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(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 FEMA 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 the Disaster Recovery Act of 2018, the Hospital 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.

U.S. Department of Homeland Security (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 FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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.

Addendum IV (HUD Rider)

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) COMPLIANCE

This Contract may be funded, in whole or in part, from a grant by the United States Department of Housing and Urban Development (“HUD”). To the extent the same may be applicable to the performance of the Contractor’s obligations under this Contract, the following required funding provisions are incorporated as terms and conditions of the Contract. In addition, the Contractor and any subcontractor hereunder shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hud.gov/sites/documents/4010.PDF>.

Provisions Required by Law Deemed Inserted

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

Statutory and Regulatory Compliance

Contractor and any subcontractors hereunder shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2017 (Pub. L. 115-56) and the Bipartisan Budget Act of 2018 (“BBA”), Pub. Law 115-123, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

Breach of Contract Terms

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

Reporting Requirements

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

Access to Records

The Government or a relevant agency or instrumentality thereof, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

Maintenance/Retention of Records

All records connected with this contract will be maintained in a central location and will be retained and made available for inspection for a period of at least three (3) years following the date of final payment and close-out of all pending matters related to this Contract.

Small and Minority Firms, Women’s Business Enterprises, and Labor Surplus Area Firms

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

- (A) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- (B) Assuring that small and minority businesses,

and women's business enterprises are solicited whenever they are potential sources;

(C) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;

(D) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(E) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Rights to Inventions Made under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

Energy Efficiency

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

Title VI of The Civil Rights Act of 1964

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

Section 109 of the Housing And Community Development Act of 1974

The Contractor and any subcontractor hereunder 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 said 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.

Section 504 of the Rehabilitation Act of 1973

The Contractor and any subcontractor hereunder shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations. The Contractor and any subcontractor hereunder agree that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

Age Discrimination Act of 1975

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

Debarment, Suspension, and Ineligibility

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

Conflicts of Interest

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

gives rise to the actual or potential conflict.

Subcontracting

All subcontracting, including the selection of any subcontractor, must be approved in advance in writing by the Hospital pursuant to the Contract provisions. When subcontracting, the Contractor and any subcontractor hereunder, as and where applicable, shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (A) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (B) Requiring unnecessary experience and excessive bonding;
- (C) Noncompetitive pricing practices between firms or between affiliated companies;
- (D) Noncompetitive awards to consultants that are on retainer contracts;
- (E) Organizational conflicts of interest;
- (F) Specifying only a brand name product instead of allowing an or equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- (G) Any arbitrary action in the procurement process.

The Contractor and any subcontractor hereunder represent to the Hospital that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract.

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

Assignability

Neither the Contractor nor any subcontractor shall assign any interest in this Contract or transfer any interest in the same (whether by assignment or novation) without prior written approval of the Hospital.

Copeland “Anti-Kickback” Act (applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to

the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c).

The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

Contract Work Hours and Safety Standards Act (applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

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

All laborers and mechanics employed by the Contractors or any subcontractor shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the Contractor and any subcontractors shall comply with all regulations issued pursuant to the said Act and with other applicable Federal laws and regulations pertaining to labor standards.

Davis-Bacon Act (applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

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

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

Termination for Cause or Convenience

The provisions set forth in the body of the Contract and any termination addendum shall govern termination of this Contract, in whole or in part, for cause or convenience.

Section 503 of the Rehabilitation Act of 1973
(applicable to contracts exceeding \$10,000)

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

Equal Opportunity for Workers with Disabilities

(A) Neither the Contractor nor any subcontractor hereunder will discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor and any subcontractor agree to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (1) Recruitment, advertising, and job application procedures;
- (2) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (3) Rates of pay or any other form of compensation and changes in compensation;
- (4) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (5) Leaves of absence, sick leave, or any other leave;
- (6) Fringe benefits available by virtue of employment, whether or not administered by the Contractor or any subcontractor;
- (7) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (8) Activities sponsored by the contractor including social or recreational programs; and
- (9) Any other term, condition, or privilege of employment.

(B) The Contractor and any subcontractor hereunder agree to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(C) In the event of the Contractor's or any subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and

relevant orders of the Secretary of Labor issued pursuant to the Act.

(D) The Contractor and any subcontractor hereunder agree to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the obligation of the Contractor and any subcontractor hereunder under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor and any subcontractor hereunder must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor and any subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).

(E) The Contractor and any subcontractor hereunder will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor or any subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

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

Executive Order 11246 (applicable to construction contracts and subcontracts exceeding \$10,000)

The Contractor and any subcontractor hereunder shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60).

During the performance of this Contract, the

Contractor and any subcontractor hereunder agree as follows:

(A) The Contractor and any subcontractor hereunder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor and any subcontractor hereunder shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(B) The Contractor and any subcontractor hereunder shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor and any subcontractor hereunder shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(C) The Contractor and any subcontractor hereunder will, for all employees placed by or on behalf of the Contractor or any subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(D) The Contractor and any subcontractor hereunder will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's or subcontractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The Contractor and any subcontractor hereunder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(F) The Contractor and any subcontractor hereunder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will

permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(G) In the event of the Contractor's or any subcontractor's non-compliance with the non-discrimination clause of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor and/or subcontractor, as applicable, may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

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

Certification of Nonsegregated Facilities (applicable to construction contracts exceeding \$10,000)

The Contractor and any subcontractor hereunder certify that they do not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained, and certify further that they will not maintain or provide for employees any segregated facilities at any of their establishments, and it will not permit employees to perform their services at any location under their control where segregated facilities are maintained. The Contractor and any subcontractor hereunder agree that a breach of this certification is a violation of the equal opportunity clause of this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or

dressings areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

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

Certification of Compliance with Clean Air and Water Acts (applicable to contracts exceeding \$100,000)

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

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

(A) A stipulation by the Contractor or subcontractor, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

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

(C) A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility

utilized, or to be utilized for the Contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

(D) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

Lobbying (applicable to contracts exceeding \$100,000)

By executing this Contract or any subcontract hereunder, the Contractor and any subcontractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor or subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a

civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Section 3 of the Housing and Urban Development Act of 1968 (as required by applicable thresholds)

(A) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(B) The Parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this Contract, the Parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(C) The Contractor and any subcontractor hereunder agree to send to each labor organization or representative of workers with which the Contractor or any subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(D) The Contractor agrees to include this section

3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

(E) The Contractor and any subcontractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor or subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor and any subcontractor's obligations under 24 C.F.R. part 135.

(F) Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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