

STATE OF MONTANA TERM CONTRACT

**Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://sfsd.mt.gov/>**

**T.C. NO.: NVP MA145
Title: OFFICE FURNITURE
This is a non-exclusive contract.**

CONTRACT TERM	FROM	01/22/2018	CONTRACT STATUS	NEW (xx)
	TO	01/21/2023		RENEW ()
VENDOR ADDRESS	Herman Miller, Inc. 855 East Main Avenue Zeeland MI 49464		ORDER ADDRESS	
ATTN:			ATTN:	
PHONE:	616-654-7036		PHONE:	
FAX:	616-654-8278		FAX:	
E-MAIL:	Tom_doolittle@hermanmiller.com		E-MAIL:	

PRICES: Discount Matrix per NASPO ValuePoint Agreement
DELIVERY: FOB Destination
TERMS: Net 30 Days

REMARKS:

Tom Hastings, CONTRACTS OFFICER

DATE:

AUTHORIZED SIGNATURE

NASPO VALUEPOINT OFFICE FURNITURE

This document represents an overview of the NASPO ValuePoint contract for Office Furniture. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

1.0 BACKGROUND

The State of Montana is a member of NASPO ValuePoint which establishes the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of cooperative procurement conducted by the State of Utah on behalf of NASPO ValuePoint.

2.0 PURPOSE

The purpose of this contract is to provide state agencies and all registered cooperative purchasing organizations with an expedited means of obtaining Office Furniture.

3.0 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

4.0 LIAISON

The primary contractor contact for this participating addendum is as follows:

Tom Doolittle
Herman Miller, Inc.
855 East Main Avenue
Zeeland, MI 49464
Phone: 616-654-7036
Fax: 616-654-8278
Tom_doolittle@hermanmiller.com

State Liaison
Tom Hastings, Contracts Officer
State of Montana, State Procurement Bureau
125 North Roberts, Mitchell Bldg., Room 165
Helena, MT 59620
Phone: 406-444-0338
Fax: 406-444-2529
Email: thastings@mt.gov

**NASPO VALUEPOINT
OFFICE FURNITURE**

5.0 ORDERING PROCEDURE

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract # MA145" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, itemized list of accessories of the service contract. Please channel PO through one of the authorized resellers so they can arrange for proper ordering and installation of your unit.

Purchase Orders will be made out to the authorized Herman Miller dealer.

6.0 CONTRACT TERM

This contract took effect on January 22, 2018 and shall terminate on January 21, 2023. (Mont. Code Ann. § 18-4-313.)

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PARTICIPATING ADDENDUM



OFFICE FURNITURE (2018-2023)
 Led by the State of Utah

Master Agreement #: MA145

Contractor: **HERMAN MILLER**

Participating Entity: **STATE OF MONTANA (STATE OR PARTICIPATING ENTITY)**

The following products or services are included in this Contract:

- 🕒 Workspace (comprehensive planning solutions)
- 🕒 Desks & Tables
- 🕒 Filing & Storage
- 🕒 Seating

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Office Furniture (2018-2023)** led by the State of Utah for use by state agencies and other entities located in the State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Tom Doolittle Herman Miller, Inc.
Address:	855 East Main Avenue Zeeland, MI 49464
Telephone:	616-654-7036
Fax:	616-654-8278
Email:	Tom_doolittle@hermanmiller.com

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Participating Entity

Name:	Tom Hastings
Address:	125 North Roberts St., Helena, MT 59601
Telephone:	406-444-0338
Fax:	406-444-2529
Email:	thastings@mt.gov

4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the State.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

ACCESS AND RETENTION OF RECORDS: Contractor agrees to provide the State, Legislative Auditor, or their authorized agents, access to any records necessary to determine Contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State or a third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the State. (Section 18-4-141, MCA.)

COMPLIANCE WITH LAWS: Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

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OFFICE FURNITURE (2018-2023)
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HOLD HARMLESS/INDEMNIFICATION: Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

REDUCTION OF FUNDING: State must by law terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or this Contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

TAX EXEMPTION: State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

STATE OF MONTANA ADMINISTRATIVE FEE: The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described below. The Administrative Fee must be submitted by ACH along with email notification to the State of Montana Contracts Officer. This Administrative Fee is effective upon execution of this Participating Addendum.

REQUIRED REPORTING: Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the

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extended price for each transaction. These reports are due no more than 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

DESIGN SERVICES: Contractor shall provide, through its Authorized Reseller(s), to all purchasing entities design, reconfiguration, and layout services at an hourly rate of \$50.00 per hour.

INTALLATION SERVICES: Contractor shall provide, through its Authorized Reseller(s), to all purchasing entities installation services at an hourly rate of \$53.00 per man hour within a 40 mile radius of the dealer's home office. Installation outside the 40-mile radius will be quoted per project by the dealer.

REQUIRED INSURANCE

General Requirements. Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per

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accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

COMPLIANCE WITH WORKERS' COMPENSATION ACT: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

Coverage and limits shall not limit Contractor's liability and obligations under this Participating Addendum or any Purchase Order.

5. **Subcontractors:** All contractors, dealers, and resellers authorized in the State of Montana, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

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6. Orders: Any order placed by the State for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

Orders are to be placed with the Authorized Reseller. If a need arises for an order to be placed directly with Herman Miller, Inc., the parties agree to discuss the reason for this need and to consider direct order placement.

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Herman Miller State of Montana Discounts:



Herman Miller Inc. Price Sheet
 Term: 1/22/18 - 1/21/23
 Contract # MA145 / Bid # RC17020

April 1, 2018

Montana NASPO Value Point National Program Pricing

Discounts from List Price

Price Book Date: February 6, 2017

		\$ 1 - \$50,000	\$50,001 - \$150,000	\$150,000+
		Discount	Discount	Discount
Product Line	PC			
Accessories	8	67.52	68.28	70.31
Action Office 1 & 2 Panels	B	67.52	68.28	70.31
Action Office 2 Components	J	67.52	68.28	70.31
Aeron Chairs	EC	49.76	50.01	51.79
Aside Seating	PD	51.79	52.04	53.82
Avive	DL	68.03	68.28	70.06
Burdick Group	Y	45.19	45.19	45.19
C-Style Overhead	CS	67.52	68.28	70.31
Canvas Beam	FW	67.52	68.28	70.31
Canvas Dock	FD	67.52	68.28	70.31
Canvas Group	FR	67.52	68.28	70.31
Canvas Metal Storage	FM	67.52	68.28	70.31
Canvas Private Office	FV	67.52	68.28	70.31
Canvas Wall	FT	67.52	68.28	70.31
Canvas Wood Storage	FF	67.52	68.28	70.31
Caper Chair	WC	51.79	52.04	53.82
Celeste Seating	CL	45.19	45.19	45.19
Celle Seating	TR	49.76	50.01	51.79
Classical Seating	E	45.19	45.19	45.19
Eames Aluminum	H	45.19	45.19	45.19
Eames Tables (Stone Top)	ET	45.19	45.19	45.19
Eames Tandem	L	45.19	45.19	45.19
Embody	CN	47.73	47.98	49.76
Energy	C	67.52	68.28	70.31
Equa 2 Seating	QD	55.85	56.10	57.88
Ergon 3 Seating	MA	55.85	56.10	57.88
Ethospace	U	67.52	68.28	70.31
Everywhere Tables	IV	66.00	66.25	68.03
Exclave Performance Gear	EX	51.79	52.04	53.82
Geiger Construct	SS	49.76	50.01	50.77
Geiger Levels	HV	49.76	50.01	50.77
Geiger Shelf	SS	49.76	50.01	50.77
Geiger Tablet	G9	49.76	50.01	50.77
Geiger Triuna	G2	49.76	50.01	50.77
Geiger Conference Tables	HZ	49.76	50.01	50.77
Geiger Caucus	HY	49.76	50.01	50.77
Geiger Elsi	LC	49.76	50.01	50.77

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Geiger MP	HE	49.76	50.01	50.77
Geiger Occasional Tables	H9	49.76	50.01	50.77
Geiger Foray	NG	49.76	50.01	50.77
Geiger Seating Guest	H5	49.76	50.01	50.77
Geiger Seating	H6	49.76	50.01	50.77
Geiger Seating Lounge	H8	49.76	50.01	50.77
Geiger Stools	H2	49.76	50.01	50.77
Healthcare Action Lab	D	49.76	50.01	50.77
Healthcare Casework	CG	49.76	50.01	50.77
Healthcare Co/Struc	S	49.76	50.01	50.77
Healthcare Compass	TW	52.80	53.06	53.82
Healthcare Mora	CH	49.76	50.01	50.77
Healthcare Prospect	CB	49.76	50.01	51.79
Herman Miller Tables	F	68.03	68.28	70.06
Intent	CF	51.79	52.04	53.82
Intersect Portfolio	CP	51.79	52.04	53.82
Keyn Chairs	TV	47.73	47.98	49.76
Layout Studio	LS	49.76	50.01	51.79
Lighting	A	67.52	68.28	70.31
Limerick	PO	51.79	52.04	53.82
Locale	BR	56.86	57.12	58.89
Meridian Towers	MG	50.77	51.03	52.80
Meridian Lats	MF	52.80	53.06	54.83
Meridian Peds	MP	52.80	53.06	54.83
Meridian Storage & Bookcases	MS	50.77	51.03	52.80
Metaform	BL	51.79	52.04	53.82
Mirra 2	LF	49.76	50.01	51.79
Motia Tables	AH	66.00	66.25	68.03
Naughtone	NO	45.19	45.19	45.19
Nemschoff		45.19	45.19	45.19
Plex Seating	XX	45.19	45.19	45.19
Public Office Landscape	BV	52.80	53.06	54.83
Renew Link	IB	66.00	66.25	68.03
Renew Tables	IE	66.00	66.25	68.03
Resolve	RS	51.79	52.04	53.82
Sayl Chairs	AV	49.76	50.01	51.79
Setu Chairs	RY	49.76	50.01	51.79
Setu Tables	RV	49.76	50.01	51.79
Swoop Lounge Furniture	OA	45.19	45.19	45.19
Textiles	K	67.52	68.28	70.31
Thrive Portfolio	ZZ	52.80	53.06	54.83
Thrive - CBS	Z2	52.80	53.06	54.83
Thrive Global	Z3	52.80	53.06	54.83
Tu Peds	UP	63.97	64.22	66.00
Tu Lats	UL	63.97	64.22	66.00
Tu Storage	US	63.97	64.22	66.00
Tu Towers	UT	63.97	64.22	66.00
Tu Wood Cases	UW	63.97	64.22	66.00
Tu Wood Credenzas	UJ	63.97	64.22	66.00
Tu Wood Cubbies	UH	63.97	64.22	66.00
Tu Wood Peds	UF	63.97	64.22	66.00
Tu Wood Towers	UI	63.97	64.22	66.00
Verus Seating	PI	49.76	50.01	51.79

Notes:

Orders must be issued to a participating HMI Authorized dealer.
 Discounts include product only dock delivery, services are additional.
 Lead Times: Herman Miller has three easy-to-use lead time programs. When you order product from the 10 Day or Less or from the 20 Day or Less program you will receive it on time regardless of how busy we are. The Assigned lead time program is for product that may require a unique process with a unique lead time. Assigned does not always mean extended. See your local Herman Miller dealer for more details.

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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor:
Signature: DocuSigned by:  C60A1A156E694AD...	Signature: DocuSigned by:  E5832B88F6D84A5...
Name: Matt Pugh	Name: Jay Lanenga
Title: Acting Bureau Chief	Title: Director of Commercial Contracts
Date: 6/6/2018	Date: 6/6/2018
Approved as to Legal Content: DocuSigned by:  8E2DE9861B4E4EF...	
Date: 6/6/2018	

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org

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*to support documentation of participation and posting
in appropriate data bases.]*

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Federal Terms and Conditions (Non-Construction)

1. NONDISCRIMINATION

The Contractor agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this contract, on the ground of race, religion, color, national origin, sex or handicap. Accordingly, and to the extent applicable, the Contractor agrees to comply with the following:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by DoD regulations at 32 CFR part 195.

b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

2. LOBBYING

a. The Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: 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.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

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3. DRUG-FREE WORK PLACE

The Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

4. ENVIRONMENTAL PROTECTION

a. The Contractor agrees that its performance under this contract shall comply with:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Solid Waste Disposal Act (SWDA);
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- (8) To identify any impact this contract may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Contractor shall also identify to the state any impact this contract may have on:

- (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
- (2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
- (3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
- (4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
- (5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

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Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking work source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3)

5. USE OF UNITED STATES FLAG VESSELS

a. The Contactor agrees that travel under this contract shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The Contactor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

6. DEBARMENT AND SUSPENSION

a. The Contractor shall not make any award or permit any award (sub-contract or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension.

b. The Contractor agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the DoD in 2 CFR part 1125. The Contractor shall comply with 2 CFR Part 1125 by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify Contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The Contractor shall not solicit offers from, nor award contracts to Contractors listed in EPLS. This verification shall be documented in the Contractor's contract files, and shall be subject to audit by federal/State audit agencies

The Contractor agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Contractor enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR part 1125.

7. BUY AMERICAN ACT – Deleted.

8. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY POLICES

The Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

9. COPELAND "ANTI-KICKBACK" ACT

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The Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor agrees that it will 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 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1 1/2 times the basic rate of pay.

11. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Any discovery or invention that arises during the course of the contract shall be reported to the non-Federal entity. Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

12. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

Any Contract or subcontract in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the State who in turn will report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors that bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

14. PROCUREMENT OF RECOVERED MATERIALS

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that

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contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.