WAYNE REGIONAL EDUCATIONAL SERVICE AGENCY MASTER AGREEMENT

This Master Service Agreement (the "Agreement") is entered into as of September 03, 2025 ("Effective Date") by and between Wayne Regional Educational Service Agency ("WRESA") located at 33500 Van Born Road, Wayne, Michigan 48184 and Michigan Public Health Institute ("Contractor"), located at 2436 Woodlake Circle, Okemos, MI 48864. Collectively, WRESA and Contractor will be known as the "Parties" and individual as a "Party".

WHEREAS, WRESA wishes to engage Contractor to provide certain services as described in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Scope of Work

The Great Start Readiness Program (GSRP) Implementation Manual was originally developed to support Intermediate School Districts (ISDs) following the 2012 transition that designated ISDs as the sole grantee for 32d – GSRP funding. Since then, the manual has been updated annually to reflect legislative and programmatic changes. In its current state, the document is repetitive and does not clearly distinguish mandatory requirements from recommendations. It also combines compliance guidelines for ISDs as grantees with those for licensed centers as subrecipients, making it challenging for licensed centers to clearly identify the specific requirements necessary for classroom implementation.

Goals:

Specifically, our goals include:

1. Rewrite and redesign the GSRP Implementation Manual to be more concise and structured, enhancing ease of use for the reader.
2. Develop a user-friendly Companion Guide to the GSRP Implementation Manual specifically for licensed centers.

A. Program Requirements and Specifications

The Contractor must meet all the following specifications and will be held accountable for the delivery, integration, and support of each:

1) Phase 1: Assessment & Planning
    a) Conduct a thorough review of the existing Implementation Manual and supporting documents on the GSRP website.
    b) Identify inconsistencies, duplicated content, and formatting issues.

c) Develop and propose a new framework for the Implementation Manual, ensuring enhanced navigation and clear identification of GSRP implementation requirements.

2) Phase 2: Implementation Manual Redesign and Companion Guide Creation
    a) Develop a dedicated Companion Guide tailored for licensed centers, outlining their specific GSRP implementation requirements in a user-friendly format.

3) Phase 3: Iterative Development and Review of Implementation Manual and Companion Guide
    a) Collaborate with MiLEAP representatives and designees to thoroughly review existing implementation language.
    b) Identify essential language required for compliance with legislation and GSRP requirements.
    c) Conduct a comprehensive review to eliminate unnecessary, inconsistent, and duplicative language.
    d) Develop final drafts in plain, accessible language to ensure clarity and ease of understanding for all users.
    e) Conduct a draft review process with MiLEAP, ensuring each revision of the Implementation Manual undergoes thorough evaluation and that feedback is incorporated into successive drafts.

4) Phase 4: Final Design and Publishing
    a) Upon MiLEAP approval, finalize the design of the Implementation Manual and Companion Guide in alignment with current MiLEAP branding.
    b) Exclusively publish the Implementation Manual as an electronic resource on the GSRP website. Key sections must be formatted for easy printing to support ISD staff during training.
    c) Ensure Implementation Manual complies with ADA standards to ensure full accessibility online.
    d) Provide translated versions of the Implementation Manual in Spanish, Chinese, Arabic, and other languages as needed.

MiLEAP will retain full rights to the finalized Implementation Manual and companion document.

2. Contractor Responsibilities

During the Term of this Agreement, Contractor agrees to timely furnish services, materials, information, resources and feedback as reasonably requested by WRESA and/or MiLEAP. Contractor's failure to do so may affect the terms, including without limitation, the payments for Services. In particular, Contractor agrees to the following: **Please see Contractor's proposal (Attachment A) for a description of their proposed solution.**

ATTACHMENT A – RFP REQUIREMENTS AND PROPOSER'S RESPONSE

Attachment A encompasses the complete set of requirements as outlined in the Request for Proposal (RFP) WRESA-39-2025-2026-06 and the corresponding response submitted by Michigan Public Health Institute. The Contractor's response details how the Contractor intends to satisfy the RFP requirements and is incorporated as an attachment into the Contract as a binding commitment. The contents of this attachment form an integral part of the Contract and should be read in conjunction with any other contractual documents. The RFP requirements and the Contractor 's response are to be used as a baseline for performance expectations and deliverable standards throughout the duration of the Contract.

3. Contractor has designated the following individual(s) as official approvers on its behalf:

Name	Title	Phone	Email Address
Jana Dean	Chief Financial Officer	517-324-8350	jdean@mphi.org
Dawn Raymond	Finance & Budget Manager	517-306-4030	draymond@mphi.org
Kate Platte	Controller	517-324-8353	kplatte@mphi.org

4. Compensation

WRESA's fees for the Services during the Initial Term are:

DESCRIPTION	**PRICING**
A. Phase 1: Assessment & Planning	$21,096
B. Phase 2: Implementation Manual Redesign and Companion Guide Creation	$17,607
C. Phase 3: Iterative Development and Review	$18,578
D. Phase 4: Final Design and Publishing	$9,292

GRAND TOTAL =	$66,573

5. Invoicing

The invoice must detail the Services performed, the dates the Services were completed and shall detail expenses apart from the Contractor Fees. Any discounts, rebates or other credits and the basis and calculation for each should also be included. Contractor must submit to WRESA all invoices related to this Agreement within ninety (90) days from the date that services are rendered. WRESA is not obligated to pay any invoices submitted after this time frame.

6. Payment Terms

Payment will be made within thirty (30) days after WRESA's receipt of an invoice from Contractor.

Federal funds may be used to pay for all or part of the Services. These terms and conditions are dictated by the funding agency. WRESA must comply by ensuring that the Contractor understands and can abide by the funding agency requirements and as such, this service is subject to the terms and conditions dictated by the funding agency. The cited references carry the same force and effect as if given in full text. All references to granting agency in the regulations cited are understood to refer to WRESA; all references to grantee or recipient are understood to refer to Contractor.

7. Taxes

WRESA is exempt from all federal, state and local taxes. WRESA shall not be responsible for any taxes that are imposed on the Contractor. Furthermore, the Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to WRESA.

8. Term

The term of this Agreement shall be for a period of one (1) year, with a start date of 09/03/2025 and expiring on 09/02/2026 (the "Initial Term"). The Initial Term will be known as the "Term".

One (1) additional one-year extension option may be exercised at the discretion of WRESA and/or MiLEAP.

9. Relationship of the Parties

The parties are Independent Contractors and no other relationship is intended, including without limitation a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant or other special relationship. Neither Party shall act in a manner which binds the other party or expresses or implies a relationship other than that of Independent Contractor.

10. Confidentiality

a. The Parties may receive, or have already received, Confidential Information from one another in connection with this Agreement.

b. "Confidential Information" means any information (i) that is valuable to disclosing Party and its business, (ii) that is marked with the word "Confidential" if in a form

which permits such marking or, if disclosed orally, is followed by written confirmation to the receiving Party within thirty (30) days of disclosure, and (iii) that is not generally known by the public, including without limitation, any technical or non-technical information, without regard to form, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

c. The term "Confidential Information" as used herein does not include any information that is (i) already known to the public or the receiving Party prior to disclosure by the disclosing Party, or (ii) subsequently made known to the public without any violation of this Agreement, or (iii) rightfully received by the receiving Party from a third party without similar restriction and without breach of this Agreement, or (iv) independently developed by the receiving Party without breach of this Agreement.

d. The receiving Party (i) shall hold disclosing Party's Confidential Information in strict confidence, and (ii) may not disclose such information, in whole or in part, without the prior written consent of the disclosing Party, except as provided in [e] below.

e. The receiving Party may disclose the disclosing Party's Confidential Information (i) as required by law, or (ii) to the receiving Party's partners, agents, employees and other authorized representatives (collectively, the "Representatives") who need to know such information in connection with the receiving Party's provision of Services or other obligations under this Agreement. The receiving Party agrees to inform their Representatives of the nature of the Confidential Information and to require the Representatives to keep such information confidential.

f. The receiving Party may destroy the disclosing Party's Confidential Information upon (i) termination of this Agreement, or (ii) receipt of written permission from the disclosing Party.

11. Compliance with Laws

Each Party agrees to comply with all applicable laws in the performance of this Agreement.

12. Warranties and Warranty Disclaimer

Contractor warrants that all Services will be performed in a professional and workmanlike manner in accordance with industry standards.

13. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, WRESA OR MILEAP'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNT EQUAL TO SIX MONTHS WORTH OF FEES PAID UNDER THIS AGREEMENT.

14. Indemnification and Hold Harmless

The Contractor shall indemnify and hold harmless WRESA and MiLEAP, its officers, agents, and employees from:

a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

b. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

c. WRESA or MiLEAP will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure on the part of the Contractor, its employees or suppliers, regardless of any language in any attachment or other document that the Contractor may provide.

d. The Contractor shall reimburse WRESA any expenses incurred as a result of the Contractor's failure to fulfill any obligation in a professional and timely manner under the Agreement.

15. Insurance

The Contractor must, at Contractor's expense, procure and maintain during the life of this contract insurance hereafter as listed below:

a. Workers' Compensation Insurance, including Employers Liability Coverage, at limits of $100,000 per occurrence/$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.

b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1 million per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:

i. Contractual Liability;

ii. Products and Completed Operations;

iii. Per contract aggregate.

c. Automobile Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than $1 million per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

d. The following shall be Additional Insureds on Commercial General Liability Insurance and Vehicle Liability: Wayne Regional Educational Service Agency (WRESA) and the

State of Michigan's Department of Lifelong Education, Advancement, and Potential (MiLEAP), including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

e. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

f. Workers' Compensation Insurance, Commercial General Liability Insurance and Automobile Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to WRESA Purchasing Consultant, 33500 Van Born Road, Wayne, MI 48184."

g. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to WRESA at least ten (10) days prior to the expiration date.

16. <u>Default and Termination</u>

a. In the event the Contractor shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, WRESA or MiLEAP may notify the Contractor of such default in writing.

b. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Contractor as the manager or, in the case of notice by the Contractor, the Associate Superintendent of Administrative & Financial Services or by mailing the same certified or registered mail to the address for the Contractor in the proposal, or the address for WRESA in the case of notice by the Contractor.

c. Failure on the part of WRESA or MiLEAP to notify the Contractor of default shall not be deemed a waiver by WRESA of WRESA's or MiLEAP of MiLEAP's rights on default of the Contractor and notice at a subsequent time will have the same effect as if promptly made.

d. Upon receipt of notice of default from WRESA or MiLEAP, the Contractor shall immediately correct such default. In the event the Contractor fails to correct the default to the satisfaction of WRESA or MiLEAP, WRESA or MiLEAP shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Contractor of any liability to WRESA or MiLEAP for damages sustained by virtue of any default by the Contractor.

e. The Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event WRESA or MiLEAP prevails, the Contractor shall pay all expenses of such action including WRESA or MiLEAP's attorney fees and costs at all stages of the litigation.

f. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (60) day notice to the other party.

g. Termination of the Agreement by WRESA or MiLEAP upon default by the Contractor shall be sufficient grounds for the forfeiture of any bonds, if required to be posted by the Contractor, and the bonds shall so specify.

17. Miscellaneous

a. Governing Law: This Agreement will be governed by the laws of the State of Michigan. The parties agree that the Wayne County Circuit Court will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement.

b. Use of Names and Trademarks: Except for acknowledging the existence of this Agreement, nothing in this Agreement confers any right to use any name, trade name, trademark, or other designation of either party to this Agreement in advertising, publicity, or other promotional activities. However, either party may use the other party's name, trade name, trademark or other designation with the prior written approval of the other party.

c. Notices: All notices, requests and demands given to or made upon the Parties will be in writing and will be mailed properly addressed, postage prepaid, registered or certified, or personally delivered to either Party at the address listed below or to such other addresses as either Party may designate in writing. Such notice will be deemed received by the close of business on the date shown on the certified or registered mail receipt, or when it is actually received, whichever is sooner.

To	Contact
WRESA:	Wayne RESA (WRESA) 33500 Van Born Road Wayne, Michigan 48184 Attn: Purchasing
WRESA (email):	purchasing@resa.net Subject: RFP WRESA-38-2025-2026-05
Contractor: Michigan Public Health Institute	Contractor (email): grants@mphi.org

d. Severability: If any provision of the Agreement will be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect.

e. Waiver: No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the Party claimed to have waived or consented.

f. Counterparts: Delivery by Facsimile or Email: This Agreement may be executed in one or more counterparts, all of which, taken together, will constitute one instrument. Any signature page delivered via facsimile or email will be binding to the same extent as an original signature page.

g. Integration Clause: This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties hereto, pertaining to such subject matter. No amendment, supplements, modification or waiver of this Agreement will be binding unless it is set forth in a written document signed by the Parties hereto. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the Parties hereto.

h. Force Majeure: No Party hereto shall be required to perform any obligation hereunder that is directly or indirectly prevented by delays of vendors or supplies, strikes, lockouts, fires, labor disputes, floods, accidents, war, orders or decrees of any court or other governmental authority, or any other causes whatsoever beyond the reasonable control of such Party, and the time for performance thereof will be extended by the number of days such performance is so prevented; provided, however, that the Party so prevented from performing will use its reasonable best efforts to remedy the cause or causes preventing it from performing.

18. <u>Transition Responsibilities</u>

Upon termination or expiration of this Contract for any reason, Contractor must provide all necessary transition assistance as requested by WRESA or MiLEAP, for a period not exceeding ninety (90) calendar days. The purpose of this transition assistance is to ensure the continued and uninterrupted progress of the Contract Activities and facilitate their orderly transfer to WRESA or MiLEAP or its designated representatives. The transition assistance may include, but is not limited to:

a. Continuing to perform the Contract Activities at the established Contract rates.

b. Taking all reasonable and necessary steps to transition the work, including training, equipment, software, leases, reports, and other documentation, to WRESA or MiLEAP or its designated representatives.

c. Complying with any necessary measures directed by WRESA or MiLEAP to preserve, maintain, protect, or return any materials, data, property, or confidential information provided by any entity, agent, vendor, or employee of WRESA or MiLEAP.

d. Transferring title and delivering completed or partially completed deliverables prepared under this Contract to WRESA or MiLEAP, at WRESA or MiLEAP 's discretion, upon the termination date of the Contract.

e. Preparing accurate accounting for reconciling all outstanding accounts between WRESA and the Contractor.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned duly authorized representatives as of this date first set forth above.

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Contractor**: Michigan Public Health Institute**	**Wayne Regional Educational Service Agency:**
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date of Signature: _____	Date of Signature: _____

FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with WRESA's terms and conditions, including any attachments, schedules, or exhibits to WRESA's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. **Equal Employment Opportunity**

If this Contract is a "federally assisted construction contract" as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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 applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant 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 applicant 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 applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (Contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **Davis-Bacon Act (Prevailing Wage)** If this Contract is a prime construction contract in excess of $2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

   a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141¬3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

   b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

   c. Additionally, Contractors are required to pay wages not less than once a week.

3. **Copeland "Anti-Kickback" Act** If this Contract is a Contract for construction or repair work in excess of $2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

   a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

b. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is in excess of $100,000 and involves the employment of mechanics or laborers, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, and during performance of this Contract the Contractor agrees as follows:

a. 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.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) 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 (a) 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 (a) of this section.

c. Withholding for unpaid wages and liquidated damages. The State 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) of this section.

d. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor

shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

5. **Rights to Inventions Made Under a Contract or Agreement**

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a Contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply 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 the awarding agency.

6. **Clean Air Act and the Federal Water Pollution Control Act**

If this Contract is in excess of $150,000, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act:

a. 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.

b. The Contractor agrees to report each violation to WRESA and understands and agrees that WRESA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

c. 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 or the applicable federal awarding agency.

Federal Water Pollution Control Act:

a. 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.

b. The Contractor agrees to report each violation to WRESA and understands and agrees that WRESA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

c. 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 or the applicable federal awarding agency.

7. **Debarment and Suspension**

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, 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).

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

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

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

8. Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of $100,000 or more must sign the required Certification Regarding Lobbying below. 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.

9. Procurement of Recovered Materials.

Under 2 CFR 200.322, Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

ii. Meeting Contract performance requirements; or

iii. At a reasonable price.

b. 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.

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

10. Additional FEMA Contract Provisions

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

a. Access to Records. The following access to records requirements apply to this Contract:

i. The Contractor agrees to provide WRESA, 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;

ii. 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;

iii. 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;

iv. In compliance with the Disaster Recovery Act of 2018, WRESA 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.

b. 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.

c. 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 WRESA, Contractor, or any other party pertaining to any matter resulting from the Contract.

d. 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.