

Purchase Order History

| Line No. | Date/Time | User | Action | Field Name | From | To |
|-----------------|--------------------|--------------|---------------|-------------------|-------------|-----------|
| 2 | 12/17/2020 3:43 PM | Maryse Bloom | PO modified | Quantity | 1 | 0.01 |
| 1 | 12/17/2020 3:43 PM | Maryse Bloom | PO modified | Quantity | 1 | 0.01 |
| 2 | 12/17/2020 3:40 PM | Maryse Bloom | PO modified | Quantity | 58,978.6 | 1 |
| 1 | 12/17/2020 3:40 PM | Maryse Bloom | PO modified | Quantity | 158,093.3 | 1 |
| 3 | 12/17/2020 3:40 PM | Maryse Bloom | PO modified | Quantity | 58,978.6 | 217,071.9 |
| 3 | 12/17/2020 3:40 PM | Maryse Bloom | PO Line Added | | PO 1409646 | |



Budgetary Estimate: QUO-08185-V0C2 - 0

Date: 11/11/2020

Currency: US Dollar

Expiration Date: 12/11/2020

| Quote To: | | From: Transact Campus Inc. | |
|-----------|--|----------------------------|-----------------------------------|
| Customer: | Rutgers University | Rep: | Mike Tallman |
| | Accounts Payable 65 Davidson Road, RM 302 Piscataway, NJ 08854-5602 USA | Title: | Sr Account Executive |
| Phone: | [REDACTED] | Email: | [REDACTED] |
| | | Phone: | [REDACTED] |
| | | Purchase Order Fax: | [REDACTED] |
| | | Email Submit: | transactorders@transactcampus.com |

Description:

| QTY | UOM | Product ID or Product Group | Description | Unit Price | Extended Unit Price | Extended Discount | Extended Net Price |
|---------------------------|------------------|-----------------------------|--------------------------------|------------|---------------------|--------------------|---------------------|
| 34 | Each | SEQ-HWM-HP-POS-2 | HP RP2 ADDITIONAL 2YRS 9X5 NBD | \$300.00 | \$10,200.00 | \$1,530.00 | \$8,670.00 |
| 4 | Each | SEQ-KSK-ELO-FSTD | ELO KIOSK KIT WITH FLOOR STAND | \$4,675.00 | \$18,700.00 | \$2,805.00 | \$15,895.00 |
| 15 | Each | SEQ-HP-RP9-BCODE | HP RP9 BARCODE SCANNER | \$325.00 | \$4,875.00 | \$731.25 | \$4,143.75 |
| 4 | Each | SEQ-KSK-HP-RP9 | HP RP9 KIOSK TERMINAL | \$2,295.00 | \$9,180.00 | \$1,377.00 | \$7,803.00 |
| 30 | Each | SEQ-HP-RP9 | HP RP9 POS TERMINAL | \$2,595.00 | \$77,850.00 | \$11,677.50 | \$66,172.50 |
| 34 | Each | SEQ-HP-PRINTER | HP THERMAL RECEIPT PRINTER | \$495.00 | \$16,830.00 | \$2,524.50 | \$14,305.50 |
| 29 | Each | EMV-IPP350TERM | EMV P2PE TERMINAL | \$520.00 | \$15,080.00 | \$2,262.00 | \$12,818.00 |
| 29 | Each | EMV-PINPAD-STAND | EMV PINPAD STAND | \$99.00 | \$2,871.00 | \$430.65 | \$2,440.35 |
| Subtotal: Hardware | | | | | \$155,586.00 | \$23,337.90 | \$132,248.10 |
| 1 | Each | SC-INSTALLFP | INSTALLATION SERVICES FP | \$9,600.20 | \$9,600.20 | \$0.00 | \$9,600.20 |
| 15 | Each | EMV-NEWGRP | NEW GROUP SETUP FEE | \$200.00 | \$3,000.00 | \$0.00 | \$3,000.00 |
| Subtotal: Services | | | | | \$12,600.20 | \$0.00 | \$12,600.20 |
| 29 | Annual | EMV-PERDEVANNFEE | ANN COST PER DEV FOR EMV P2PE | \$250.00 | \$7,250.00 | \$0.00 | \$7,250.00 |
| 1 | 50K-99999 Annual | PG-ANNFEE | PG ANN FEE | \$5,995.00 | \$5,995.00 | \$0.00 | \$5,995.00 |
| Subtotal: Software | | | | | \$13,245.00 | \$0.00 | \$13,245.00 |



Budgetary Estimate: QUO-08185-V0C2 - 0
Date: 11/11/2020
Currency: US Dollar
Expiration Date: 12/11/2020

| | | | | | | | |
|-------------------|--|--|--|--|--------------|-------------|--------------|
| ITEM(S) TOTAL: | | | | | \$181,431.20 | \$23,337.90 | \$158,093.30 |
|-------------------|--|--|--|--|--------------|-------------|--------------|

Quote Line Total: \$158,093.30
Pre-Freight Total: \$158,093.30
Freight: \$0.00
Total: \$158,093.30

Transact Terms and Conditions

The Transact Campus Inc. Master Terms and applicable Product Schedules dated September 13, 2019 (collectively the "Terms and Conditions") govern the sale and use of equipment, supplies, cards and services and/or the licensing of software as outlined in this Quote. Any additional, conflicting, or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void.

Shipping Terms:

- Title and risk of loss transfer to Customer upon delivery of equipment to common carrier.
- Transact shall arrange insurance coverage for the Equipment during shipment on Customer's behalf.
- Freight is prepaid and added to invoice (including expenses for special packing).
- Shipping, travel, and transportation expenses (including actual airfare, hotel, car rental and meals) are billed at cost.
- Expedited shipments of Equipment done at the request of the Customer will be charged an additional ten (10) percent of the total purchase price for such expedited shipment.
- Shipping dates will be established by Transact upon acceptance of Purchase Orders. Shipping dates will be assigned as close as practicable to the Customer's requested date based on Transact's then-current lead time.
- Transact shall not be liable for damage or penalty for delay in delivery or failure to give notice of any delay. Transact shall make deliveries under this Quote in accordance with its standard delivery procedures.

Payment Terms:

- System software and hardware components: invoiced when product is shipped
- ID Cards and accessories: invoiced when product is shipped
- Labor/Services: invoiced when services are rendered

Product Returns:

- Transact will accept returns of product, unopened and still in original packaging, within thirty (30) days of purchase with a 20 percent restocking fee.
- No cash refunds will be issued; credit for the returned product will be returned to the client's account to be applied to future orders as desired.
- A restocking fee of 15 percent of the system price will be charged on all canceled orders.
- Shipping charges related to any returns will be at the responsibility of the client.

Other Terms and Conditions:

- Taxes: if applicable, will be added to customer's invoice.
- The unit price shall govern any discrepancy between the unit price and the extended price calculations.
- Transact provides estimated software and hardware maintenance costs upon request only.
- The purchaser acknowledges that all information included herein is correct.
- Remote telephone assistance is available from 6am to 6pm MST Monday - Friday, excluding U.S. / Federal and AZ state holidays.

Travel Expense Guideline



| | |
|---------------------|--------------------|
| Budgetary Estimate: | QUO-08185-V0C2 - 0 |
| Date: | 11/11/2020 |
| Currency: | US Dollar |
| Expiration Date: | 12/11/2020 |

- Actual travel related expenses will be invoiced.
- If project is cancelled within 2 weeks of scheduled event, customer may be invoiced for any incurred travel change fees.
- Onsite plan will be reviewed and mutually agreed upon by Customer and Transact.



Budgetary Estimate: QUO-04363-N7Y0 - 4

Date: 11/30/2020

Currency: US Dollar

Expiration Date: 12/30/2020

| Quote To: | | From: Transact Campus Inc. | |
|-----------|--|----------------------------|-----------------------------------|
| Customer: | Rutgers University | Rep: | Mike Tallman |
| | Accounts Payable 65 Davidson Road, RM 302 Piscataway, NJ 08854-5602 USA | Title: | Sr Account Executive |
| Phone: | [REDACTED] | Email: | [REDACTED] |
| | | Phone: | [REDACTED] |
| | | Purchase Order Fax: | [REDACTED] |
| | | Email Submit: | transactorders@transactcampus.com |

Description:

| | QTY | UOM | Product ID or Product Group | Description | Unit Price | Extended Unit Price | Extended Net Price |
|---------------------------|-----|--------|-----------------------------|--------------------------------|------------|---------------------|--------------------|
| | 1 | Each | SC-INSTALLFP | INSTALLATION SERVICES FP | \$5,209.60 | \$5,209.60 | \$5,209.60 |
| Subtotal: Services | | | | | | \$5,209.60 | \$5,209.60 |
| | 1 | Annual | SEQ-QPS-CREDIT-3 | CREDIT CARD INTERFACE | \$2,601.00 | \$2,601.00 | \$2,601.00 |
| | 1 | Annual | SEQ-QPS-KIOSK-3 | KIOSK INTERFACE | \$1,275.00 | \$1,275.00 | \$1,275.00 |
| | 1 | Annual | SEQ-QPS-INV-3 | ON-HAND INVENTORY TRACKING | \$2,550.00 | \$2,550.00 | \$2,550.00 |
| | 1 | Annual | SEQ-QPS-OPENCK-3 | OPEN CHECK / SUSPEND RESUME | \$2,550.00 | \$2,550.00 | \$2,550.00 |
| | 10 | Annual | SEQ-QPS-TRM1-10 | POS TERMINAL APPLICATION 1-10 | \$765.00 | \$7,650.00 | \$7,650.00 |
| | 10 | Annual | SEQ-QPS-TRM11-20 | POS TERMINAL APPLICATION 11-20 | \$638.00 | \$6,380.00 | \$6,380.00 |
| | 30 | Annual | SEQ-QPS-TRM21-50 | POS TERMINAL APPLICATION 21-50 | \$510.00 | \$15,300.00 | \$15,300.00 |
| | 20 | Annual | SEQ-QPS-TRM51+ | POS TERMINAL APPLICATION 51+ | \$383.00 | \$7,660.00 | \$7,660.00 |
| | 1 | Annual | SEQ-QPS-BAND-3 | QUADPOINT HOSTED - ENTERPRISE | \$5,202.00 | \$5,202.00 | \$5,202.00 |
| | 1 | Annual | SEQ-QPS-CAMPUS-3 | CAMPUS CARD INTERFACE | \$2,601.00 | \$2,601.00 | \$2,601.00 |
| Subtotal: Software | | | | | | \$53,769.00 | \$53,769.00 |
| ITEM(S) TOTAL: | | | | | | \$58,978.60 | \$58,978.60 |

Quote Line Total: \$58,978.60



| | |
|---------------------|--------------------|
| Budgetary Estimate: | QUO-04363-N7Y0 - 4 |
| Date: | 11/30/2020 |
| Currency: | US Dollar |
| Expiration Date: | 12/30/2020 |

| | |
|---------------------------|-------------|
| Pre-Freight Total: | \$58,978.60 |
| Freight: | \$0.00 |
| Total: | \$58,978.60 |

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- Shipping charges related to any returns will be at the responsibility of the client.

Other Terms and Conditions:

- Taxes: if applicable, will be added to customer's invoice.
- The unit price shall govern any discrepancy between the unit price and the extended price calculations.
- Transact provides estimated software and hardware maintenance costs upon request only.
- The purchaser acknowledges that all information included herein is correct.
- Remote telephone assistance is available from 6am to 6pm MST Monday - Friday, excluding U.S. / Federal and AZ state holidays.

Travel Expense Guideline

- Actual travel related expenses will be invoiced.
- If project is cancelled within 2 weeks of scheduled event, customer may be invoiced for any incurred travel change fees.
- Onsite plan will be reviewed and mutually agreed upon by Customer and Transact.



| | |
|---------------------|--------------------|
| Budgetary Estimate: | QUO-04363-N7Y0 - 4 |
| Date: | 11/30/2020 |
| Currency: | US Dollar |
| Expiration Date: | 12/30/2020 |



| | |
|---------------------|--------------------|
| Budgetary Estimate: | QUO-04363-N7Y0 - 4 |
| Date: | 11/30/2020 |
| Currency: | US Dollar |
| Expiration Date: | 12/30/2020 |

TRANSACT

This Transact Order Form ("Order Form") by and between Transact Campus Inc. ("Transact") and Rutgers University ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary").

This Order Form, together with the Master Agreement dated September 13, 2019 and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Transact to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Transact Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Transact, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

| A. Product and Pricing Summary | | | |
|--------------------------------|------------------|--------------------------------|--------------------|
| Qty | Product Code | Product or Service Description | Term Fees (USD) |
| 1 | SC-INSTALLFP | INSTALLATION SERVICES FP | \$5,209.60 |
| 1 | SEQ-QPS-CREDIT-3 | CREDIT CARD INTERFACE | \$2,601.00 |
| 1 | SEQ-QPS-KIOSK-3 | KIOSK INTERFACE | \$1,275.00 |
| 1 | SEQ-QPS-INV-3 | ON-HAND INVENTORY TRACKING | \$2,550.00 |
| 1 | SEQ-QPS-OPENCK-3 | OPEN CHECK / SUSPEND RESUME | \$2,550.00 |
| 10 | SEQ-QPS-TRM1-10 | POS TERMINAL APPLICATION 1-10 | \$7,650.00 |
| 10 | SEQ-QPS-TRM11-20 | POS TERMINAL APPLICATION 11-20 | \$6,380.00 |
| 30 | SEQ-QPS-TRM21-50 | POS TERMINAL APPLICATION 21-50 | \$15,300.00 |
| 20 | SEQ-QPS-TRM51+ | POS TERMINAL APP 51 PLUS | \$7,660.00 |
| 1 | SEQ-QPS-BAND-3 | QUADPOINT HOSTED - ENTERPRISE | \$5,202.00 |
| 1 | SEQ-QPS-CAMPUS-3 | CAMPUS CARD INTERFACE | \$2,601.00 |
| Total: | | | \$58,978.60 |

Transact's pricing offered herein is subject to increase if this Order Form is not fully executed by December 30, 2020

B. Term

- Term: The Term shall commence upon execution and continue for one (1) year following the Effective Date.
- Subsequent Term(s) of this Order Form shall renew automatically for successive periods of one (1) year, unless Customer provides Transact, or Transact provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the then current Term, as applicable.
- Effective Date: Upon final signature of this Order Form unless indicated otherwise in Section A. above.

C. Payment Terms

- All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
- Sales Tax: If applicable, a copy of Customer's Sales Tax Direct Pay Certificate or Customer's Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

- The attached Statement of Work is incorporated by this reference.

Sales Approved: Mike Tallman

Initial 

Customer: Rutgers University

Transact Campus Inc.

Signature:

01CF2A5F74E04FF...

Signature:


Name (Printed):
Maryse A Bloom

Name: David Marr

Title (Printed):
Category Manager

Title: CEO

Date:
12/11/2020 | 2:45:05 PM EST

Date: 11/30/2020

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

No
Yes – Please complete below

PO Number:

PO Amount:

Attach PO:

Attach Tax Exemption:

TRANSACTION CAMPUS INC. PROFESSIONAL SERVICES STATEMENT OF WORK

This Statement of Work ("SOW") outlines the responsibilities of both Transact and Rutgers University ("Customer") for the services that need to be performed. As such it may only be modified by a written document approved and signed by the designated representatives of each Transact and Customer. The work described below is intended to be performed on a time and materials and/or fixed fee basis as outlined in the pricing table.

This Statement of Work ("SOW") incorporates the Professional Services terms as agreed to by the parties and will legally control the delivery of services.

1. Introduction and Objectives

This Statement of Work ("SOW") has been created and submitted to offer Transact's assistance to Customer with the QUO-04363-N7Y0-4 Cloud POS project ("Services"). Customer has identified the following objectives for the Services:

- Migrate QuadPoint On Premise to Cloud POS

2. Project Scope and Requirements

2.1 Project Scope - Based on discussions with Customer and our derived understanding of the project scope, Transact will deliver the following Services:

- Perform Project Management for the duration of the project.
- Conversion of Customer's current On-Premise QuadPoint software to the Cloud POS software.
- Export Customer's data from On-Premise QuadPoint database and import the data into the Cloud POS database.

Our technical consultant will install the Cloud POS software and then client will perform tests to ensure all normal functionality is working as expected.

We will schedule the migration of old data (which will require some production system down time). After data migration is completed, the client should run through another set of test scenarios to ensure everything is working as expected.

A technical consulting resource will contact you within 2 weeks of the contract signing to go over the process in more detail and scheduled the tasks. We estimate the Cloud POS migration will take 2 to 3 weeks.

3. Customer Responsibilities

The customer will be an integral part of the engagement process and will participate in the planning, development, and testing of the solution being implemented.

3.1 Customer will also be responsible for providing the following to ensure the successful completion of the project:

- Providing network security, and managing configuration related to firewalls and open ports on the network, as well as ensuring that appropriate anti-virus and intrusion detection software is utilized where applicable.

3.2 Customer Resources and Project Lead:

- The Customer will provide a project lead to provide subject matter expertise, leadership and coordination of all Customer required activities and facilities.
- The Customer will provide resources needed for the installation and configuration of the Cloud POS solution.

4. Consulting Fees

The following section describes the fees for this consulting engagement.

| Qty | Unit | Description | Unit Price | Extended Net |
|-----|--------------|--------------------------|------------|--------------|
| 1 | SC-INSTALLFP | INSTALLATION SERVICES FP | \$5,209.60 | \$5,209.60 |
| | | | Sub Total | \$5,209.60 |

- Work will be performed during standard business hours. If Customer project schedule requires consultants to work evenings, weekends or holidays an additional fee will be charged.
- In the event Customer chooses to cancel a scheduled consulting engagement within two (2) weeks of the scheduled event, Transact Consulting may invoice Customer for the full price of the scheduled engagement plus any incurred travel change fees

5. Change Control Process

Changes to scope, resources, or timeline will go through Transact's Change Control Process ("PCR"). This process is critical in maintaining the integrity of the project and its scope are maintained throughout the engagement. Any work outside of this scope will not be completed unless those specific requirements have gone through a PCR, which defines the mechanisms for requesting, evaluating, deciding, and tracking possible changes to the project schedule, budget, scope, business objectives, and deliverables. The key objectives of the process are to:

- Identify changes in scope, or other unplanned activity, in advance and control them.
- Protect the integrity and security of deliverables that have been approved for purchase.
- Maintain that new tasks and other requested changes are justified and cost justifiable and that affected deliverables are identified and modified accordingly (newly baseline).
- Obtain authorization to proceed with the new tasks/changes and assign them to appropriate individuals to be completed.
- Monitor the progress and costs of the changes.

Customer and Transact will document and signoff on all changes in scope that differ from what is contained in this SOW.



STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS
(REVISED 11/12/2020)

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

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

III. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor 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 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.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. 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—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. 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>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

IV. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C. 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/she 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/her 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 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.

V. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 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. 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. Additionally, contractors are required to pay wages not less than once a week.

VI. COPELAND ANTI_KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 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").

- 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 the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier 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 clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (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. The unauthorized user 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 prime 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.

VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" 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 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.

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

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

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 Division of Purchase and Property and understands and agrees that the Division of Purchase and Property 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 Division of Purchase and Property and understands and agrees that the Division of Purchase and Property 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.

X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) 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).
- (2) 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.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. 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 to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) 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.

XI. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or 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. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.