AGREEMENT FOR SERVICES
EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
AND
CONSULTANT

THIS AGREEMENT ("Agreement") is made and entered into by East-West Gateway Council of Governments, the metropolitan planning organization and council of governments for the bi-state St. Louis region formed under and governed by the laws of the State of Missouri, located at 1 S. Memorial Dr., St. Louis, Missouri 63102 (the "Council") and ___, an ____ formed under the laws of the State of ___ and registered to do business in the States of Missouri and Illinois, located at ____ ("Consultant") (together the "Parties").

WITNESSETH:

WHEREAS, the Council is party to an Urban Area Security Initiative ("UASI") grant from the U.S. Department of Homeland Security ("DHS"), Federal Emergency Management Agency ("FEMA"), which is administered by the Missouri Office of Homeland Security ("MoOHS"); and

WHEREAS, under the UASI grant the Council assists the St Louis Urban Area to enhance its ability to respond to a potential emergency, criminal terrorist incident, and man-made or natural disaster that may occur anywhere within the St. Louis Urban Area. The St. Louis Urban Area is defined as: the Missouri Counties of: the City of St. Louis, Franklin, Jefferson, St. Charles, and St. Louis and the Illinois Counties of: Madison, Monroe, and St. Clair (the "Urban Area"); and

WHEREAS, in 2007 the Council and the jurisdictions in the Urban Area began the process of implementing the St. Louis Regional Digital Microwave System ("DMS"); and

WHEREAS, in 2011 the Council entered into an intergovernmental agreement governing the use / operation of the DMS with the DMS "System Owners" defined as: the City of St. Louis, Franklin County, Jefferson County, St. Charles County, St. Louis County, Madison County, Monroe County, and St. Clair County; and

WHEREAS, in 2015 the Council along with the System Owners completed the build-out of the DMS, with a total of 74 microwave sites in Missouri and Illinois; and

WHEREAS, the Council and the System Owners have determined that they will conduct a network audit and security assessment of the DMS to identify vulnerabilities to cyber-attacks and increase the Urban Area's state of preparedness to detect and prevent potential threats; and

WHEREAS, the Council needs a consultant to perform the DMS network audit and security assessment; and

WHEREAS, MoOHS will make funds from DHS available to the Council so that the Council can conduct these services; and

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WHEREAS, on ____ Consultant provided a submittal in response to the Council's request for proposals for a consultant to perform a network audit and security assessment of the DMS; and

WHEREAS, the Council accepted Consultant's proposal and desires to hire Consultant to provide these services for the Council.

NOW, THEREFORE, for good and valuable consideration the Parties agree as follows:

1. Engagement of Consultant & Scope of Services. The Council engages Consultant and Consultant shall perform the services as set forth in this Agreement and designated to Consultant in the Appendix I: Scope of Work ("Appendix I"), which is attached to this Agreement and is incorporated by reference and made a part of this Agreement. Consultant shall perform the services described in Appendix I in a professional and technical manner, consistent with lawful procedures and standards that govern persons performing similar services, and in compliance with applicable local, state, and federal laws.

2. Performance Period.

   a. The performance period for this Agreement begins upon ____ and ends no later than ____, unless:

      i. the performance period is extended through mutual agreement of the Parties and the extension is requested and approved in accordance with Paragraph 9, or

      ii. this Agreement is terminated.

   b. Consultant understands that the Council's grant funding period imposes strict time constraints for the project and that Consultant's failure to make reasonable progress on the project during the performance period defined in Paragraph 2, Part (a) will be considered a material breach of this Agreement and the Council may suspend or terminate this Agreement without penalty to the Council.

   c. Consultant shall notify the Council immediately if it will not complete its services within the performance period, but under no circumstances may Consultant notify the Council any later than thirty (30) calendar days before the expiration of the performance period. All notices provided under this Paragraph 2, Part (c) must be completed in accordance with Paragraph 15, Part (b).

   d. Consultant shall liquidate all obligations incurred under this Agreement no later than fifteen (15) calendar days after Consultant receives final payment from the Council.

   e. Consultant shall not incur costs or obligate federal funds after the performance period end date noted in Paragraph 2, Part (a) for any purpose without first obtaining the Council's express written consent.

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3. Compensation, Audits & Taxes.

a. *Compensation.*

i. This is a firm fixed price, milestone payment based agreement; with payments to be made based upon milestone completion. The payments issued by the Council to Consultant will be for the milestones described in Appendix II: Milestone Payment Schedule ("Appendix II"), which is attached to this Agreement and is incorporated by reference and made a part of this Agreement. The Council shall pay Consultant an amount not to exceed a total of ____ dollars ($___.00); with each milestone having a ceiling as specified in Appendix II. ***The payments issued by the Council under this Agreement will be for only completed milestones, and, except as stated in Paragraph 10, Part (c)(vi), payments for partial milestones completed or percent work completed are not authorized.***

ii. Unless approved by the Council in writing and in advance, Consultant is responsible for any or all of the costs noted in this Paragraph 3, Parts (a)(ii)(1) – (3). The Council may take appropriate action against Consultant to ensure that ineligible costs, unallowable costs, or unauthorized costs are not continually incurred, including, but not limited to, suspending or terminating this Agreement. The Council is not obligated to pay for or to count toward the calculation of the completion of any milestone any of the following:

1. costs incurred for any reason after the performance period ends,
2. costs incurred for any reason for unauthorized tasks, milestones, services, etc., or
3. costs incurred for any reason by subcontractors, subconsultants, consultants, vendors, etc. when Consultant procured / purchased the services or goods without adhering to the requirements stated in Paragraph 4.

iii. Consultant shall submit a written invoice to the Council no more often than once per month and by the fifteenth (15th) day of each month, excluding weekends and federal holidays. Consultant shall submit its invoice to the Council via mail to the address provided in Paragraph 3, Part (a)(v). Consultant's invoice package must, at a minimum, include each of the following:

1. An invoice that includes all of the information shown on the Sample Invoice, attached to this Agreement as Attachment 1. Consultant may use its own invoice format; however, the invoice must include all of the required information and the format must be approved by the Council in advance of Consultant submitting its first bill.
2. If applicable, a "Subcontractor Payment Tracking Form," which will be provided to Consultant in an editable format and is attached to this Agreement. This form must be cumulative; meaning it must list every subcontractor invoice submitted to Consultant and payment made by Consultant throughout the course of the project.

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3. A progress report, if the progress report has not already been submitted. The progress report must include the information specified in Paragraph 6, Part (c). ***If the Council has not received a progress report for each reporting period, then the Council will not process Consultant's invoice unless and until Consultant brings the progress reporting up to current.***

iv. The Council may, in its sole discretion, waive any of the requirements listed in Paragraph 3, Part (a)(iii) or may request additional back-up documentation or information.

v. Consultant shall submit each invoice to the address listed below. Unless specifically requested or authorized by the Council, the Council will not accept electronic, e-mailed, or faxed invoices.

Accounts Payable
East-West Gateway Council of Governments
1 S. Memorial Drive, Suite 1600
St. Louis, MO 63102

vi. ***Consultant shall submit a final invoice to the Council no later than ____. Consultant shall clearly mark the invoice with the words "Final Invoice".*** Along with the final invoice, Consultant shall submit the "Title VI Questionnaire Post-Contracting Stage – Third Party Contractor." Consultant understands that it is within the Council's sole discretion to pay the final invoice if it is received after the ____ deadline or if the required Title VI questionnaire is not submitted to the Council. If Consultant needs an extension of the final invoice submission deadline, then Consultant shall submit a written request to the Council's point of contact identified in Paragraph 15, Part (a)(i)(1). Consultant's request for an extension of the final invoice deadline must be submitted to the Council at least ten (10) days, excluding weekends and federal holidays, in advance of the deadline. Consultant's request must be submitted in accordance with Paragraph 9.

vii. Consultant understands that its failure to submit timely invoices or its failure to submit the final invoice by the date stated in Paragraph 3, Part (a)(vi) may result in the Council:

1. withholding payments,
2. denying payment for the invoiced amount,
3. terminating this Agreement, or
4. seeking other remedies available to the Council.

viii. Upon receipt of a timely invoice from Consultant, the Council shall complete a review of the invoice and make a determination as to whether all of the work associated with the milestone(s) was completed. Upon completing its review, the Council will request payment from the funding agency. Promptly after receipt of funds from the funding agency for each invoice, the Council shall

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make payment to Consultant for the amount of the approved invoice. At a minimum, the Council will make payment to Consultant no later than thirty (30) calendar days after receipt of the funds from the funding agency.

ix. In no case will the Council make a payment to Consultant until the Council has reviewed the work completed and found it to be in conformance with the terms of this Agreement. The Council will not withhold payments to Consultant for the Council's failure to complete a timely review of Consultant's completion of the milestone(s). Consultant understands that its failure to submit the required progress report or its failure to submit the invoice in the proper format will delay the review process and the Council is not obligated to pay for any costs, services, milestones, etc. that are not substantiated by the progress report or any invoices that are not submitted in the proper format or submitted by the required due dates. Any payment to Consultant is contingent upon the Council receiving the funds from the funding agency for the performance of the work defined in Appendix I.

x. Consultant understands that the review and payment period noted in Paragraph 3, Part (a)(ix) is contingent upon Consultant and its subcontractors responding to the Council's request for additional information or documentation in a timely manner, and that if Consultant does not respond timely to the Council's requests, then the Council's review or payment process may be delayed and the Council will not suffer any penalty because of these types of delays.

xi. **Prompt Payment.**

1. If applicable, Consultant shall pay each subcontractor for the satisfactory performance of the subcontractor's contract no later than thirty (30) calendar days from Consultant's receipt of each subcontractor's invoice. Consultant may not delay or postpone payment to a subcontractor without good cause and without first obtaining the Council's prior written approval. This clause applies to both disadvantaged business enterprise and non-disadvantaged business enterprise subcontractors.

2. If applicable and as indicated in Paragraph 3, Part (a)(iii)(4), Consultant shall submit with each invoice the "Subcontractor Payment Tracking Form" that demonstrates when payments are made to subcontractors for the project.

3. If applicable and if Consultant fails or refuses to comply with the terms of Paragraph 3, Parts (a)(xi)(1) and (2), then the Council will issue an order stopping payment or an order stopping work under this Agreement until Consultant has made satisfactory corrective action. Consultant's failure to take corrective action will be considered a breach of contract and the Council may take appropriate action against Consultant up to and including terminating this Agreement for default.

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b. *Audits / Project Review Findings.* In the event that an audit or a project review finds that any of Consultant's costs charged during the performance period are ineligible, unallowable, or both and these costs have been paid by the Council, Consultant shall return to the Council all dollar amounts paid to Consultant for the ineligible costs, the unallowable costs, or both, plus an amount due for any interest that is charged to the Council by the funding agency for the ineligible costs, the unallowable costs, or both.

c. *Taxes.* Consultant is responsible for ensuring that it, and any of its subcontractors, fully comply with all applicable federal, state, and local (i.e. St. Louis City) tax laws and Consultant will properly report all monies received under this Agreement and payments Consultant makes to any subcontractor with regard to the services performed under the terms of this Agreement. Consultant understands that if it provides services within the City of St. Louis, Missouri ("City") it may be subject to the City's earnings tax and agrees that it will take the steps necessary to track and report the amount (in dollars) of services Consultant provided in the City. Upon the Council's request, Consultant shall provide to the Council the information that the Council needs to complete Form E-6 (St. Louis City) that is due each year. Further, Consultant shall hold the Council harmless for any taxes, penalties, attorney's fees, or any other cost imposed upon Consultant or its subcontractor because of Consultant's failure to properly report payments received or payments made.

4. <u>Personnel and Subcontracting & Purchases / Procurement.</u>

a. *Personnel and Subcontracting.*

i. Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Consultant shall either perform or supervise all of the services required under this Agreement. Consultant is responsible for the satisfactory completion of all services, including those services performed by Consultant's subcontractors.

ii. All of Consultant's personnel, including subcontracted personnel, engaged in the work must be fully qualified and must be authorized or permitted under state and local law to perform the services described in Appendix I.

iii. The Council has approved the assignment of the key personnel to complete the work described in Appendix I. The key personnel were identified in the proposal submitted by Consultant on ____. Consultant may not assign new or make any changes to the key personnel without first informing the Council in writing and securing the Council's written consent to the change. Consultant's written notification must be submitted as specified in Paragraph 15, Part (c).

iv. The Council has approved the subcontractor(s) listed in this Paragraph 4, Part (a)(iv)(1) – (2). Other than these subcontractors, Consultant is prohibited from engaging any other subcontractor, subconsultant, or vendor to perform any services or provide any goods under this Agreement without first following the procedures described in Paragraph 4, Part (b).

1. ____.

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2. ____.

v. If applicable, Consultant may not change the subcontractors assigned to the project or change in any way the work assigned to the approved subcontractors without first obtaining the Council's prior written approval of the Council. The methods for obtaining the Council's approval are described in Paragraph 9.

vi. If applicable, prior to executing any subcontract, Consultant shall submit to the Council a copy of each subcontract so that the Council may review and approve the subcontract format and content. If a change in a subcontractor's services or compensation is needed, then Consultant shall submit a change request to the Council for review and approval. Consultant may not implement the change until the Council provides its express written approval. The procedures for requesting this type of change is described in Paragraph 9.

vii. The Council is not an employer of any personnel hired by Consultant to perform the services described in Appendix I. Consultant is fully responsible for:

1. paying any salaries, fringe benefits, unemployment insurance, or workers' compensation,
2. ensuring that any local taxes, state taxes, and federal taxes are properly withheld from its personnel's pay, and
3. complying with local, state, and federal reporting requirements that govern compensation and taxation.

b. *Purchases / Procurement.*

i. Except as noted in Paragraph 4, Part (b)(v), Consultant may not undertake the purchase / procurement of any services or any goods without the Council's prior written approval. The procedures for obtaining the Council's approval are described in Paragraph 9.

ii. In addition to its common meaning, "purchase / procurement" also means the hiring of any individual or firm to complete any services or to provide any goods. The meaning of purchase / procurement does not include the hiring of employees to complete services under this Agreement. The term "employees" will have the same meaning as indicated in Section 285-500 *et seq.* RSMo.

iii. This Paragraph 4, Part (b) applies to purchases / procurement that are conducted by any one or combination of Consultant, Consultant's designees, or Consultant's subcontractors.

iv. This Paragraph 4, Part (b) applies to Consultant purchases / procurement that are made with any type of purchasing method or mechanism.

v. In the case of printing, binding, or related services, Consultant is not required to obtain the Council's prior written approval, but Consultant shall retain the procurement documents (i.e. quotes, bids, etc.) and provide the Council with copies of these documents upon the Council's request.

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vi. If an item of cost is not included in Consultant's approved budget, then Consultant may not engage in any purchase / procurement of that item of cost unless and until Consultant notifies the Council of its need to make a purchase / procurement and the Council modifies Consultant's budget. All budget changes must be requested and approved in accordance with Paragraph 9, and it is within the Council's sole discretion to approve any Consultant request for budget modifications.

vii. Consultant (including any authorized subcontractors) shall use federally compliant, competitive procurement procedures to purchase any services or goods under this Agreement. These procedures are defined in the Federal Acquisition Regulations ("FAR") and MoOHS Guidelines.

viii. Except as noted in Paragraph 4, Part (b)(v), all purchases / procurements, whether competitive or non-competitive, must be reviewed and approved by the Council in advance of the final selection and retention of a contractor or vendor to provide any services or goods for the project.

c. If Consultant fails to adhere to the requirements in this Paragraph 4, then the Council may undertake any one or combination of the actions noted in Paragraph 10, Part (b).

5. Liability & Insurance Coverage.

a. *Liability.* To the extent allowed or imposed by law and except as described in Paragraph 5, Part (a)(i), Consultant shall defend, indemnify, and hold harmless the Council including its members and employees, from any claim, suit, liability, damage, loss, or cost (including, but not limited to, attorney's fees and litigation costs) arising out of or relating to the work performed under this Agreement. Consultant's obligation under this Paragraph 5, Part (a) is limited to any claim, liability, damage, loss, or cost that is sustained by the Council or any other person or entity for economic injury, intellectual property infringement, property damage, property destruction, or any bodily injury (including, but not limited to, death) and to the extent that the claim arises from or is caused by Consultant's breach of or default in the terms of this Agreement, the negligence, errors, omissions, or willful misconduct of Consultant, Consultant's employees, affiliated corporations, or subcontractors in connection with the work performed under the terms of this Agreement.

i. **Limitation on Liability.** Consultant shall not be liable for any claim, suit, liability, damage, loss, or cost (including, but not limited to, attorney's fees and litigation costs) that is sustained by the Council or any other person or entity for economic injury, intellectual property infringement, property damage, property destruction, or any bodily injury (including, but not limited to, death) to the extent that the claim arises from or is caused by: (1) the Council's change or modification to the Work Products provided by Consultant; or (2) the Council's reuse of the Work Products for purposes not anticipated by this Agreement. The term "Work Products" is defined in Paragraph 7, Part (a)(iv).

ii. **Notification and Cooperation.** Both Parties shall promptly notify each other upon the party's receipt of a notice of a claim described in Paragraph 5, Part (a).

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This notification must be provided in accordance with Paragraph 15, Part (b). The Council shall cooperate with Consultant in Consultant's efforts to defend, indemnify, or hold harmless the Council as each is described in Paragraph 5, Part (a); however, the Council's cooperation does not preclude the Council from securing and undertaking its own defense if Consultant fails to properly defend the Council.

b. *Insurance Coverage.*

i. **Commercial and Auto Insurance.** Consultant shall carry, and shall cause its subcontractors to carry, commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and shall name the Council as an additional insured. The current minimum required insurance coverage amounts are as follows:

1. **Commercial General Liability Insurance (combined single limit):**

$3,000,000 aggregate limit and

$1,000,000 per occurrence

2. **Commercial Automobile Liability Insurance, Hired and Non-Owned Vehicles (combined single limit):**

$1,000,000 each accident

ii. **Workers' Compensation Insurance.** Unless exempted under law, Consultant shall carry insurance in the amount stipulated by law to protect Consultant from claims under workers' compensation acts. If Consultant claims an exemption from this legal requirement, then Consultant shall submit to the Council proof that Consultant is exempt from this requirement under the law.

iii. Prior to beginning any work under this Agreement, Consultant shall, for both itself and for each of its subcontractors, provide the Council with written proof of insurance coverage and the additional insured status of the Council. Consultant shall also, upon written request, provide the Council written copies of its commercial general liability insurance (including any umbrella policy) and commercial automobile liability insurance policies.

iv. Consultant shall notify the Council in writing within seven (7) calendar days of receiving notices that any of its, or its subcontractors', insurance policies have been reduced, terminated, or cancelled (even in part) for any reason.

c. In no event will the language of this Paragraph 5 constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal or state constitution or by federal or state law.

6. Required Reports.

a. *Title VI Questionnaires.* Upon execution of this Agreement, Consultant shall submit to the Council the "Title VI Questionnaire: Pre-Contracting Stage, Third-Party Contractor."

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Consultant shall also submit to the Council the "Title VI Questionnaire: Post-Contracting Stage, Third-Party Contractor" along with Consultant's final invoice.

b. *D/S/W/MBE Participation Reporting Form.* Consultant shall submit to the Council the D/S/W/MBE reporting form ("Appendix III"), which is attached to this Agreement. Consultant shall submit this form to the Council at two (2) points during the performance period. The due dates for these reports are no later than April 15th and October 15th, of each year during the performance period; however, if the performance period ends before one of these due dates, then Consultant shall submit the report with its final invoice.

c. *Monthly Progress Reports.* Consultant shall submit a progress report to the Council at least one (1) time per month and by the fifteenth (15th) day of the month, excluding weekends and federal holidays. Consultant shall submit its progress report via e-mail to both of the Council's points of contacts identified in Paragraph 15, Part (a)(i). The information required for the progress report is shown in the example progress report that attached to this Agreement as Attachment 2. The Council will make Attachment 2 available to Consultant in an editable format. Consultant may use its own progress report format; however, the progress report must include all of the required information and the format must be approved by the Council in advance of Consultant submitting its first report. ***Note that the percent project completion and the percent task completion reported must be based upon actual work completed and must not be based upon dollars expended or costs incurred.***

d. *Violations.* Consultant must report / disclose to the Council in writing all violations of federal or state criminal law involving fraud, bribery, or gratuity affecting this Agreement. Consultant's written report / disclosure must be provided to the Council no later than fourteen (14) calendar days after Consultant is made aware of the violation.

e. If Consultant fails to comply with the terms of this Paragraph 6, then the Council may take action against Consultant as the actions are described in Paragraph 10, Part (b).

7. Ownership of Work Products & Intangible Property.

a. *Ownership of Work Products.*

i. **The Council's Ownership of Work Products.** The making of payments by the Council to Consultant will vest in the Council title to the Work Products created by Consultant under this Agreement up through the time the Council makes the payment to Consultant. Consultant shall deliver these Work Products to the Council on schedule and each will become the sole property of the Council upon payment.

ii. **The Council's Use of Work Products.** All Work Products created under this Agreement will be available for use by the Council without restriction or limitation on its use, without further payments to Consultant. This use will include but is not limited to: displaying, reproducing, distributing, and permitting others (i.e. FEMA or MoOHS) to use the Work Products created under this Agreement. The Council shall credit Consultant in print when the

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Council uses the Work Products provided by Consultant (e.g., Report Produced by Consultant).

iii. **Consultant's Limited License to Work Products.** Consultant retains a limited license to use the Work Products created under this Agreement, to include, using the Work Products as examples of prior work (i.e. when Consultant is bidding on another contract) or to support other similar types of work. Consultant cannot undertake other uses without the Council's express written approval. Consultant's limited license expressly excludes the use of the Work Products for marketing or advertising purposes.

iv. **Definitions.** As the term is used in this Agreement, "Work Product(s)" mean(s) each deliverable that is created by Consultant or any member of Consultant's team, when the deliverable is created under the terms of this Agreement, and includes draft deliverables and any component of a deliverable. This definition applies to deliverables in whatever form or format each may be created. The term "created," in addition to its common definition, means the production of Work Products by any method or mechanism.

b. *Intangible Property.*

i. **Copyrights**. Under 2 CFR Part 200 § 200.315(b), DHS / FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to reproduce, publish, or use, for Federal Government purposes, the copyright in any work developed under this Agreement and any rights of copyright to which Consultant purchases ownership with the funds, whether in whole or in part, under this Agreement. Unless broader rights are granted elsewhere in this Agreement, the Council, at a minimum, reserves the same license that is granted to DHS / FEMA under this Paragraph 7, Part (b)(i).

ii. **Patents.** In the event that the work Consultant completes under this Agreement results in a discovery or an invention or a discovery or invention arises or is developed during the course of the Agreement, then Consultant shall comply with all relevant federal laws, regulations, executive orders, or memorandums that pertain to the Federal Government's rights with regard to inventions or discoveries that arise from, are developed during the course of, or are created under an agreement supported in whole or in part with federal funds. Specifically, Consultant will adhere to the Bayh-Dole Act, 35 U.S.C. §§ 200 *et seq.*, as amended, and implementing regulations at 37 CFR Part 401 and other federal regulations found at 2 CFR Part 200 § 200.315(c). Consultant shall promptly report inventions or discoveries to the Council, but in no event shall Consultant make this report later than seven (7) calendar days after a report is required; this report must be made in accordance with Paragraph 15, Part (b). Consultant shall cooperate fully with the Council, MoOHS, FEMA, or DHS as it pertains to the Federal Government determining it rights to any patentable materials or items. As stated in 37 CFR Part 401.14, at a minimum, DHS / FEMA reserves a nonexclusive, nontransferable, irrevocable, paid-up license to

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practice or have practiced for or on behalf of the United States the subject invention throughout the world. Unless broader rights are granted elsewhere in this Agreement, the Council, at a minimum, reserves the same license that is granted to DHS / FEMA under this Paragraph 7, Part (b)(ii).

iii. **Other Data.** DHS / FEMA has the right to obtain, reproduce, publish, or otherwise use the data produced under this Agreement and to authorize others to receive, reproduce, publish, or otherwise this data for Federal Government purposes. Unless broader rights are granted elsewhere in this Agreement, the Council, at a minimum, reserves the same right that is granted to DHS / FEMA under this Paragraph 7, Part (b)(iii). As described in 2 CFR Part 200 § 200.315 (e), Consultant is required to provide to the Council, DHS, FEMA, or any of these entities' duly authorized representatives a copy of research data produced under this Agreement.

8. Disclosure of Project Information and Work Products & Publication Requirements.

a. *Disclosure of Project Information and Work Products.* Consultant shall not disclose in any way, or permit to be disclosed in any way: any information related to its work, the Work Products it created as part of the project, or the results of the work contemplated by this Agreement. If Consultant wishes to disclose any of these, then it shall first notify the Council and obtain the Council's express written consent. This Paragraph 8, Part (a) is applicable only to disclosure of project information, Work Products, and results to any person who or entity that is not a part of the project. Members of the project team, the Council's staff, or members of the committee overseeing the project will be considered "part of the project team."

b. *Publication Requirements.*

i. Consultant shall submit any and all Work Products to the Council in advance of any publication of a Work Product and shall obtain the Council's written approval of the Work Product before the Work Product is published for any purpose other than the Council's or project team's internal review of the item. Consultant shall seek the Council's approval by following the methods described in Paragraph 9, Part (b).

ii. **Disclaimer Required.** Consultant shall ensure that each Work Product created under this Agreement includes the proper disclaimers when the Work Product is intended for public consumption, as public consumption is defined in Paragraph 9, Part (b)(iii). The Council will direct Consultant as to which disclaimers must be included in the Work Product and the content of the disclaimers; however, the disclaimers noted in Paragraph 8, Parts (b)(ii)(1) – (4) are examples of the types of language that Consultant must use.

1. "The work that provided the basis of this publication was supported by a grant provided from the Federal Emergency Management Agency's Grant Programs Directorate, a part of the U.S. Department of Homeland Security, through the Missouri Office of Homeland Security. The substance and findings of the work are dedicated to the public. The

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author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. These interpretations do not necessarily reflect the views of DHS, FEMA/GPD, or MoOHS."

2. "This publication was funded through a grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency's Grant Programs Directorate."

3. "East-West Gateway Council of Governments (EWGCOG) hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America, on the grounds of race, color, sex, or national origin, shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which EWGCOG receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with EWGCOG. Any such complaint must be in writing and filed with EWGCOG's Title VI Coordinator within one hundred eighty (180) calendar days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Nondiscrimination Complaint Form, please see EWGCOG's website at www.ewgateway.org/about-us/what-we-do/title-vi/ or call (314) 421-4220 or (618) 274-2750."

4. "EWGCOG fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Nondiscrimination Complaint Form, see www.ewgateway.org/about-us/what-we-do/title-vi/ or call (314) 421-4220 or (618) 274-2750."

c. The Council is not responsible for and will not pay for any costs associated with correcting, reproducing, re-printing a Work Product when the need for correcting, reproducing, or re-printing is caused by Consultant's failure to obtain the Council's written authorization before publishing the Work Product. Consultant shall, at Consultant's own expense, correct, reproduce, or re-print any Work Products that were publicized, produced, or printed without the Council's prior authorization.

d. The terms of this Paragraph 8 will apply to all information, Work Products, and results of the work produced under this Agreement, in whatever form or format these items were created. The term "publication," including all tenses of this word, means making a Work Product available to any person or entity that is not part of the project team and for purposes other than review or edit. Publication applies to any type of disclosure or publication method including electronic methods. The terms "Work Products" and "created" have the meaning expressed in Paragraph 7, Part (a)(iv).

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9. Changes & Approvals. Certain changes to the performance period (as stated in Paragraph 2), Appendix I, Appendix II, or other changes to this Agreement must be requested and approved as stated in this Paragraph 9.

a. *Changes.*

i. Except as noted in Paragraph 9, Part (a)(iii), any Consultant request for changes must be submitted to the Council in advance of the change taking effect. Changes include, but are not limited to: changing the scope of services; lengthening or shortening the performance period; changing subcontractors; changing the work assigned to subcontractors; or reallocating a subcontractor's budget. The Council will consider Consultant's after the fact changes on a limited basis and it is within the Council's sole discretion whether to consider or approve Consultant's after the fact changes.

ii. In order to request a change to the performance period or Appendix I Consultant shall submit, via mail or e-mail, to the Council's point of contact designated in Paragraph 15, Part (a)(i)(1) a written letter, on letterhead, signed, and dated, that contains:

1. a clear description of the change requested and a rationale/justification for why the change is necessary,
2. the proposed effective date of the change, and
3. a copy of the revised Appendix I, if applicable.

iii. Consultant must keep the Council's point of contact designated in Paragraph 15, Part (a)(i)(2) informed, in writing (e-mail is acceptable), about changes to the project schedule, including deliverable due dates. If a change to the project schedule will result in Consultant not completing its work within the performance period specified in Paragraph 2, Part (a), then Consultant shall follow the procedures described in Paragraph 9, Part (a)(ii).

iv. The Council will review Consultant's change request and will send Consultant a written notice of its decision (either via mail or e-mail), and, if Consultant's request is denied, will include an explanation of the Council's decision.

v. Except as noted in Paragraph 9, Part (a)(vi), any one or combination of the changes in listed in this Paragraph 9, Parts (a)(v)(1) – (4) must be effected through written amendments to this Agreement, signed by the duly authorized representative of each party.

1. Any change to Appendix I, except as noted in Paragraph 9, Part (a)(iii).
2. Reallocating a subcontractor's budget.
3. Any change to the performance period.
4. A change to the total amount to be paid by the Council for the project.

vi. The Council may initiate changes to terms of this Agreement (including the performance period), Appendix I (including the project schedule or deliverable

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due dates), and Appendix II. Except as noted in Paragraph 9, Part (a)(vi)(1) and (2), the Council shall obtain Consultant's written assent to the change, either through a signed amendment or other written communication. Regardless of whether the Council has issued a signed amendment to Consultant or Consultant has provided a written communication to Council regarding its assent to the change, Consultant's assent to the change will be deemed given if, after the Council has communicated a change to Consultant, Consultant submits an invoice or other request for payment to the Council or Consultant accepts payment from the Council.

1. Certain minor changes to this Agreement may be initiated by the Council and do not require prior authorization or a written amendment to this Agreement. These changes include, but are not limited to, shifting funds between milestones, changes to the budget implemented by the Council during project close-out or processing final payment for the project, or changing the funding source for the project. In the event that the Council needs to implement these types of changes, the Council does not have to obtain Consultant's written assent in advance; however, the Council will notify Consultant of the change so that Consultant has the information for its records (e-mail notification is acceptable). It is within the Council's sole discretion to determine which minor changes to this Agreement require an amendment and which can be effected as stated in this Paragraph 9, Part (a)(vi). A change that will result in an increase in the total amount paid by the Council for the project is not a "minor change."

2. In the event that MoOHS, FEMA, or DHS implement changes to the Council's grant agreement or grant budget, and these changes affect the terms of this Agreement, the Council will notify Consultant of the change and the change will take effect immediately upon the date provided in the Council's notification to Consultant. In the event of this type of change, the Council does not need to obtain Consultant's written assent to the change. The Council's notification will be in writing and will be sent to Consultant by letter, e-mail, or both.

b. *Approvals.*

i. Paragraph 8 requires that Consultant submit to the Council certain Work Products that are intended for public consumption. In order to request the Council's approval, Consultant shall submit to the Council's point of contact designated in Paragraph 15, Part (a)(i)(1) both of the items listed in this Paragraph 9, Parts (b)(i)(1) – (2). Consultant shall submit the request and items at least fourteen (14) calendar days in advance of the intended publication date.

1. A written request for approval, via e-mail.

2. A copy of the Work Product intended for public consumption, as applicable.

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ii. The Council will review Consultant's request and will notify Consultant, if the materials have been approved for publication. The Council's approval will be sent to Consultant in writing by letter, e-mail, or both. Consultant may not publish or otherwise publicize the materials without the Council's express written approval.

iii. For purposes of this Agreement, "public consumption" means distribution (by any means) of a Work Product for purposes other than review and edit of the materials to any:

1. individuals who are not employed by the Council,
2. individuals who are not part of the project team, or
3. entities that are not affiliated with the project.

c. *Other Requests.* In the event that either party needs to seek approval for changes or other items that are not specifically noted in this Paragraph 9, the party shall submit its written request via e-mail to the other party's point of contact designated in Paragraph 15, Part (a)(i)(1) or (a)(ii)(1), as applicable. The party's request must include both a detailed description of the change or other item for which approval is sought and a rationale/justification for the request. The party receiving the request will notify the requesting party in writing (an e-mail notice is acceptable) of its decision.

d. *Authorization to Approve Consultant's Requests.*

i. The Council has sole discretion to approve Consultant's requests, and this Paragraph 9 does not obligate the Council to approve Consultant's requests.

ii. The persons listed in this Paragraph 9, Parts (d)(ii)(1) – (3) are authorized by the Council to initiate or to approve Consultant's requests for changes or approvals.

1. The Council's point of contact listed in Paragraph 15, Part (a)(i)(1).
2. The Council's Executive Director.
3. Other person authorized in writing by the persons listed in this Paragraph 9, Part (d)(ii)(1) or (2), when this authorized representative is indicated in writing to Consultant as having this authority.

iii. Consultant understands that the persons listed in this Paragraph 9, Parts (d)(iii)(1) – (3) are not authorized by the Council to initiate or to approve Consultant's requests for changes or approvals.

1. The Council's project manager.
2. The Council's point of contact identified in Paragraph 15, Part (a)(i)(2).
3. Any other person not listed in Paragraph 9, Part (d)(ii).

10. <u>Disputes, Remedies & Termination.</u>

a. *Disputes.* Any dispute concerning a question of fact arising under this Agreement that is not disposed of by the Parties' mutual agreement must be decided by the Executive Director, East-West Gateway Council of Governments, who shall mail or otherwise

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furnish a copy of its decision to Consultant. This decision will be final and conclusive unless Consultant mails or otherwise furnishes a written appeal concerning the question of fact to the Executive Director. Consultant shall submit its written appeal to the Council within thirty (30) calendar days of Consultant's receipt of a copy of the Executive Director's decision. The Executive Director shall arrange a formal hearing within fifteen (15) calendar days after the Executive Director's receipt of Consultant's appeal. The hearing officer must be a person mutually agreed upon by the Executive Director and Consultant. The hearing officer will send both Consultant and the Executive Director a notice that specifies the date, time, and place for the hearing. The hearing officer's notice must be sent not less than five (5) business days in advance of the hearing. At the hearing, Consultant and the Council will have the right to present witnesses and give evidence concerning the question of fact. The hearing officer shall give his decision to both Parties within five (5) business days of the close of the hearing. Pending final decision of an appeal to the Executive Director, Consultant shall proceed diligently with the performance of this Agreement. Nothing in this Paragraph 10, Part (a) will be construed as the Executive Director or hearing officer making final decisions regarding any questions of law. "Receipt" is defined in Paragraph 15, Part (b).

b. *Remedies.* Where Consultant violates, breaches, or otherwise fails to comply with the terms of this Agreement, the Council, in its sole discretion, may:

i. terminate or suspend this Agreement, in whole or in part,

ii. disallow all or part of the cost of the activity or action (including matching funds contributed to the activity) not in compliance with this Agreement,

iii. withhold payments to Consultant pending Consultant's correction of any deficiency,

iv. rescind payments made to Consultant if it is later determined that the payment was made for a cost or activity not in compliance with this Agreement,

v. recommend that the funding agency initiate suspension or debarment proceedings against Consultant,

vi. deem Consultant ineligible to receive any further contract awards from the Council until the deficiency is corrected, or

vii. pursue any other available legal or equitable remedy.

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c. *Termination.*

i. In accordance with this Paragraph 10, Part (c), the Council may, in its sole discretion, terminate the performance of services under this Agreement for default or convenience. The termination may be of the services as a whole or the services in part.

1. Default, means Consultant commits any one or combination of the actions described in this Paragraph 10, Parts (c)(i)(1)(a) – (h).

a. Consultant has failed or is failing to perform. "Has failed or is failing to perform" means:

i. Consultant has not made or is not making progress in the work,

ii. Consultant has not met or is not meeting project deadlines, or

iii. Consultant has not complied or is not complying with the reporting requirements defined in Paragraph 6.

b. Except for the provisions noted in Paragraph 10, Part (c)(i)(1)(g), Consultant has violated or is violating a provision of this Agreement.

c. Consultant has not complied or is not complying with any Federal, State, or local laws or any regulations that are pertinent to this Agreement, as the noncompliance is determined by the Council, MoOHS, or DHS.

d. Consultant has engaged in or is engaging in the unauthorized use of funds which means that Consultant has used or is using the funds for any purpose other than that provided for in this Agreement.

e. Consultant engaged in or is engaging in a misrepresentation of any type during the procurement process, the contract negotiations, or invoicing / billing process, which if known to the Council, MoOHS, or DHS would have resulted in the Council not awarding the contract to Consultant or the Council not making payments to Consultant.

f. Consultant has failed or is failing to disclose a/an:

i. after-discovered conflict of interest,

ii. erroneous certification,

iii. violation described in Paragraph 6, Part (d), or

iv. debarment / suspension action initiated or instituted by any state or federal government entity.

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g. Consultant has violated or is violating Paragraph 2, Part (b), any part of Paragraph 11, or any part of Paragraph 12.

h. Consultant refuses to follow or adhere to the background check requirements, including disclosure requirements, described in Appendix V.

2. Convenience means whenever it is in the best interest of the Council, including but not limited to:

a. at any time when MoOHS or DHS, including any of its agencies, cancels, rescinds, terminates, or otherwise modifies the agreement that it has with the Council whether in whole or in part,

b. at any time when MoOHS or DHS does not have or does not provide funding for the project, or

c. at any time when the Council no longer needs or desires Consultant's services.

ii. **Cure Period.** Except as noted in this Paragraph 10, Part (c), upon Consultant's default of this Agreement, the Council will provide Consultant a cure period as follows:

1. For a default described in Paragraph 10, Part (c)(i)(1)(a), Consultant will have a cure period of forty-eight (48) hours (or a longer period as the Council may allow) after Consultant's receipt from the Council of a written notice specifying the default.

a. ***Exception.*** Upon Consultant's fourth (4th) failure to meet a project deadline, the Council may, in its sole discretion, immediately terminate this Agreement without providing Consultant any period to cure the default. This exception applies even if the Council has not previously provided Consultant a written notice of default. "Failure to meet a project deadline" means Consultant does not meet a project deadline and the Council has not provided an express written approval that extends the deadline. The Council's approval must be provided as stated in Paragraph 9.

2. For a default described in Paragraph 10, Parts (c)(i)(1)(b), Consultant will have a cure period of seven (7) business days (or a longer period as the Council may allow) after Consultant's receipt from the Council of a written notice specifying the default.

3. For a default described in Paragraph 10, Parts (c)(i)(1)(c) – (g), Consultant will not be provided a cure period, and the Council may, in its sole discretion, immediately terminate this Agreement without any penalty to the Council.

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4. **Failure to Cure a Default.** If Consultant fails to cure a default within the cure period specified in Paragraph 10, Parts (c)(ii)(1) – (2), then the Council, in its sole discretion, may immediately terminate this Agreement without any penalty to the Council.

iii. Any termination must be effected by the Council's delivery to Consultant of a written notice specifying whether termination is for the default of Consultant or for the convenience of the Council and the extent to which the performance of services under this Agreement is terminated ("Termination Notice"). The termination will be effective upon Consultant's receipt of the Termination Notice. "Receipt" is defined in Paragraph 15, Part (b).

iv. Immediately after receipt of a Termination Notice Consultant shall:

1. stop performance of services under this Agreement to the extent specified in the Termination Notice,
2. place no further subcontracts for services, except as may be necessary for completion of the portion of the services under this Agreement that were not terminated,
3. terminate all subcontracts to the extent that they relate to the performance of the services terminated by the Termination Notice,
4. assign to the Council in the manner and to the extent directed by the Council, all of Consultant's rights, title, and interest under the subcontracts that Consultant terminated because of the Termination Notice. The Council has the discretion to determine which claims arising out of the termination of these subcontracts the Council will pay or settle,
5. complete performance of the part of the services that were not terminated by the Termination Notice, and
6. deliver to the Council:
   a. all Work Products (in whatever format) created by Consultant under the terms of this Agreement up through the date of termination. The term "Work Product(s)" is defined in Paragraph 7, Part (a), and
   b. any documents or materials furnished by the Council to Consultant or prepared by the Council for Consultant.

v. After receipt of a Termination Notice, Consultant shall promptly submit to the Council a written claim for amounts due to Consultant (a "Termination Claim"). Consultant shall submit the Termination Claim in the form and with the certification prescribed by the Council. Except as noted in this Paragraph 10, Part (c)(v), Consultant shall submit its Termination Claim to the Council no later than sixty (60) calendar days from the effective date of termination. Consultant may request a longer time period to submit its Termination Claim to the Council. In order to request an extension of the deadline for submitting a Termination Claim, Consultant shall submit a written request to the Council. Consultant's

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written request must be submitted to the Council within the original sixty (60) day submission time frame. It is within the Council's sole discretion whether to approve Consultant's request for additional time to submit Consultant's Termination Claim. If the Council determines that the facts justify an extension, it may receive and act upon Consultant's Termination Claim at any time after the original sixty (60) calendar day submission or any extended submission period that was authorized by the Council.

vi. Consultant's Termination Claim must be based upon one of the following:

1. In the event of a termination for default, Consultant's Termination Claim must include all amounts due to Consultant for the milestones completed by Consultant through the effective date of the termination.

2. In the event of a termination for convenience, Consultant's Termination Claim must include the amount due to Consultant based upon the milestones completed plus an amount for the percentage or proportion of other project milestones that were partially completed through the effective date of the termination.

vii. The Council will pay the Termination Claim in accordance with one of the following:

1. If the Council concurs with the amounts claimed on Consultant's Termination Claim and the Council has received all Work Products created under this Agreement or that were provided to Consultant by the Council, the Council shall proceed with payment. The Council's payment will be deemed the final settlement of all amounts due.

2. If Consultant fails to submit its Termination Claim in the time allowed or fails to submit its Termination Claim with complete information, the Council may determine, based on the available information, the amount due to Consultant because of the termination and will pay to Consultant the amount determined by the Council. The Council's payment will be deemed the final settlement of all amounts due.

11. <u>Conflicts of Interests & Gratuities.</u>

a. *Conflicts of Interests.*

i. **Interest of Consultant.** Consultant covenants that it presently has no interest and shall not acquire any interest (direct or indirect) which would conflict in any manner or degree with the services Consultant must perform under this Agreement. In the performance of this Agreement, Consultant will not employ any person having these types of interests. Consultant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain.

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ii. **Interest of Members of or Delegates to Congress.** Consultant shall not admit any members of or delegates to the Congress of the United States to any share or part of this Agreement or to any benefit arising from this Agreement.

b. *Gratuities.* If the Council finds that Consultant or any agent or representative of Consultant offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Council (including the St. Louis Area Regional Response System or "STARRS"), MoOHS, FEMA, or DHS and the gratuities were given with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement, then the Council may immediately terminate this Agreement and may pursue other rights and remedies provided by law or under this Agreement. The Council's finding must be reached after the Council provides notice to Consultant and conducts a hearing on the matter.

12. Certifications.

a. *Lobbying Certification.*

i. Consultant certifies compliance with 31 U.S.C. § 1352, and implemented at 44 CFR Part 18 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

ii. Consultant further certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. Consultant shall require that the language of this Paragraph 12, Part (a) be included in the contracts documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subcontractors shall certify and disclose accordingly.

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iv. This certification is a material representation of fact upon which reliance was placed when the Council determined whether to enter into this transaction. Consultant's submission of this certification is a prerequisite for the Council making or entering into this transaction, as the requirement is imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure to file the required certification.

v. **Prohibition on Lobbying.** Consultant shall not use any federal funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of the Council, MoOHS, FEMA, or DHS.

b. *Debarment, Suspension and Other Responsibility Matters Certification.*

i. Consultant certifies to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
2. have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for:
   a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction,
   b. violation of federal or state antitrust statutes, or
   c. commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,
3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense, or
4. have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

ii. This certification is a material representation of fact upon which reliance was placed when the Council determined whether to enter into this transaction. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Council may terminate this Agreement for cause. Consultant shall provide immediate written notice to the Council if at any time Consultant learns that its certification was erroneous because of changed circumstances. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction",

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"principal", "proposal", and "voluntarily excluded" will have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689 as specified in 2 CFR Part 180 and 2 CFR Part 3000.

iii. Consultant shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing, by the Council.

iv. Consultant shall review the "Excluded Parties Listing System" at www.sam.gov/portal/public/SAM/ and the Missouri "Suspended Vendors List" at content.oa.mo.gov/sites/default/files/suspven.pdf to ensure that it does not enter into any lower tier covered transaction with a person who or firm that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

v. Consultant shall include this Paragraph 12, Part (b), without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Consultant may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Consultant knows the certification is erroneous.

c. *Federal Debt Status Certification.* In order to be eligible to receive payments under this Agreement, Consultant must be non-delinquent in its repayment of any Federal debt, including but not limited to, delinquent payroll and other taxes, audit disallowances, and benefits overpayments. Consultant certifies that it is not currently delinquent in its repayment of any Federal debt and shall notify the Council immediately if Consultant will be in breach of this Paragraph 12, Part (c). The Council may immediately terminate this Agreement in the event that Consultant breaches this Paragraph 12, Part (c).

d. *Duplication of Benefits Certification.* Consultant is required to comply with FAR Part 31.2 and other federal rules and regulations, which provide that any cost allocable to a particular Federal award or cost objective under the principles provided for in the FAR may not be charged to other Federal awards in order to overcome fund deficiencies. Consultant certifies that it will comply with these requirements and acknowledges that, in the event that Consultant fails to so comply, the Council may immediately terminate this Agreement.

13. Inspections and Access to Records & Records Retention.

a. *Inspections and Access to Records.* Consultant shall allow the Council, MoOHS, FEMA, DHS, the Comptroller General of the United States, or any of these entities' duly authorized representatives, to review and inspect the services performed under this Agreement. Consultant shall also provide each entity access to Consultant's premises and all books, documents, papers, records, correspondence, instructions, receipts, vouchers, and memoranda of every description which are directly pertinent to this Agreement. Consultant will grant this access to each entity for purposes of the entity

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making audits, examination, excerpts, and transcriptions. This right of access also includes timely and reasonable access to Consultant's personnel for the purpose of interview and discussion related to the records. Each entity's inspection may occur at any time. The Council, if prior notice is warranted and possible, will notify Consultant in advance of the Council's intent to conduct an inspection. The right of access to conduct inspections, audits, examinations, etc. that is described in this Paragraph 13, Part (a) shall remain in place for as long as the records are retained by Consultant and does not expire at the end of the records retention period described in Paragraph 13, Part (b).

b. *Records Retention.*

i. Consultant shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement. Consultant shall retain these records for at least five (5) years from the date provided by the Council in writing (e-mail notification is acceptable). Consultant's retention is required for purposes of State and Federal examination and audit. Consultant may retain the records in an electronic, machine readable format.

ii. The retention requirement extends, but is not limited to, books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records. Source documents include copies of this Agreement and Consultant's financial and narrative reports. Personnel and payroll records include the time and attendance reports for all individuals paid as part of the project, whether the individuals are employed full-time or part-time.

iii. If any litigation, claim, negotiation, audit, or other action involving the records has started before the expiration of the five (5) year retention period described in Paragraph 13, Part (b)(i), then Consultant shall retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

iv. The records retention period may be extended if Consultant is notified in writing by the Council that the records retention period has been extended. The Council's written notice will specify the time frame for the extended records retention period.

v. Consultant shall adequately protect records against fire or other damage.

14. <u>Administrative & Statutory and Regulatory Requirements.</u>

a. *Administrative Requirements.*

i. **Council, MoOHS, and DHS Requirements.** Consultant shall at all times comply with all applicable MoOHS, DHS, FEMA, regulations, policies, procedures, and directives, including without limitation, administrative requirements of MoOHS's "Administrative Guide for Homeland Security Grants" and Information Bulletins, as each may be amended or updated from time-to-time and that are available at: dps.mo.gov/dir/programs/ohs/grantstraining; FAR Part 31.2, and any other regulations, policies, procedures, and directives that govern the

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project whether listed directly or by reference in this Agreement. Consultant acknowledges and understands that the administrative requirements of MoOHS **are effective upon issuance**, and that Consultant shall comply with the then-current requirements. Consultant's failure to so comply will constitute a material breach of this Agreement. In addition, Consultant shall comply with the following requirements:

1. Cooperate with any compliance review or complaint investigation conducted by the Council, MoOHS, DHS, or any combination of these entities.

2. Provide the Council, MoOHS, DHS, or any combination of these entities with access to and the right to examine and copy records, accounts, and other documents and sources of information related to this Agreement and will permit access to facilities, personnel, and other individuals and information as may be necessary, as required by MoOHS or DHS regulations and other applicable laws or program guidance.

3. Submit timely, complete, and accurate reports and invoices to the Council and maintain appropriate backup documentation to support the reports and invoices.

4. Comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three (3) years, Consultant has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Consultant must provide a list of all of these types of proceedings, pending or completed, including outcome and copies of settlement agreements to the Council for submission to MoOHS or the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Consultant, or Consultant settles a case or matter alleging this type of discrimination, Consultant must forward a copy of the complaint and findings to the Council for submission to MoOHS or the DHS awarding office. The United States has the right to seek judicial enforcement of these obligations.

ii. **Acknowledgement of Federal Funding from DHS.** Consultant will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Any required disclaimers will be handled in accordance with Paragraph 8.

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iii. **Use of DHS, Seal, Logo, and Flags.** Consultant shall obtain the Council's approval before using the DHS seal(s), logo, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal log, crests, or reproductions of flags or likenesses of Coast Guard officials.

iv. **Environmental and Historic Preservation ("EHP").** Consultant shall not undertake any project having the potential to impact EHP resources without the prior written approval of the Council. All projects that may impact EHP resources require an EHP review. Consultant shall notify the Council in writing, no less than one hundred and twenty (120) calendar days, in advance of beginning a project that may impact EHP resources. This restriction applies to, but is not limited to, projects that include communications towers, physical security enhancements, new construction, and modifications to buildings that are fifty (50) years old or greater. Consultant will cooperate fully with the Council, MoOHS, DHS, or any combination of these entities during the EHP review process, including, but not limited to: providing all requested documentation and information, granting access to the project site, and fulfilling information requests in a timely manner. Consultant shall comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work, as described in this Agreement, will require re-evaluation for compliance with the EHP requirements. If ground disturbance activities occurring during project implementation, Consultant will immediately cease project work in that area and notify the Council in writing. Any construction activities that have been initiated before the full environmental and historic preservation review could result in a non-compliance finding. For these types of projects Consultant shall provide all requested information to the Council so that the Council can file the appropriate reports with MoOHS and DHS.

v. **Collection and Use of Personally Identifiable Information.** If Consultant collects Personally Identifiable Information ("PII"), as defined by DHS, then Consultant shall have a publicly-available privacy policy that describes what PII Consultant collects, how Consultant uses the PII, whether Consultant shares the PII with third-parties, and how individuals may have their PII corrected where appropriate. Consultant's privacy policy must, at a minimum, comply with the requirements of DHS's guidelines, as each may be amended from time-to-time.

vi. **Activities Conducted Abroad.** Consultant shall ensure that activities funded by this Agreement and that are carried on outside of the United States are coordinated as necessary with appropriate government authorities and that the appropriate licenses, permits, or approvals are obtained.

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b. *Statutory and Regulatory Requirements.*

i. **Civil Rights.**

1. **<u>Non-Discrimination Assurances.</u>** As required by federal law, Consultant certifies that it will comply with all applicable federal and state statutes and executive orders, relating to nondiscrimination and equal opportunity, including, but not limited to:

a. Title VI and VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d – 2000e;

b. Title VIII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 3601 *et seq.*;

c. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1686);

d. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794;

e. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 *et seq.*;

f. The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107;

g. The Drug Abuse, Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91 – 616, and amendments thereto, 42 U.S.C. §§ 4541 *et seq.*;

h. The Comprehensive Alcohol Abuse and Alcohol Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91 – 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

i. The Public Health Service Act of 1912, as amended, 42 U.S.C. § 290dd – 2;

j. Civil Rights Act of 1968, 42 U.S.C. § 3601 *et seq.* and implementing regulations at 24 CFR Part 100;

k. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency;

l. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by U.S. Department of Labor ("DOL") regulations (41 CFR Chapter 60); and

m. All provisions of Missouri Executive Order No. 94 – 03, promulgating the Code of Fair Practices.

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2. Consultant shall comply with all applicable administrative rules and regulations of the federal government relative to nondiscrimination in federally-assisted programs, including but not limited to:

   a. U.S. DHS Regulations, including:

      i. "Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance from the Department of Homeland Security," 6 CFR Part 21;

      ii. "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 6 CFR Part 17; and

      iii. "Enforcement of Nondiscrimination on the Basis of Disability in Programs or Activities Conducted by the Department of Homeland Security," 6 CFR Part 15.

   b. FEMA Regulations, including:

      i. "Nondiscrimination in Federally-Assisted Programs," 44 CFR Part 7;

      ii. "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 44 CFR Part 19;

      iii. "Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency," 44 CFR Part 16; and

      iv. "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36.

3. **<u>Small Businesses, Minority Owned Firms, and Women's Business Enterprises.</u>**

   a. It is the policy of DHS that minority business enterprises ("MBE") and women business enterprises ("WBE") have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

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b. Consultant shall ensure that MBE and WBE have the maximum opportunity to participate in the performance of this Agreement. In this regard, Consultant shall take all necessary and reasonable steps, in accordance with 2 CFR Part 200 § 200.321, to ensure that MBE and WBE have the maximum opportunity to compete for and perform portions of this Agreement. In accordance with FEMA regulations, these steps include:

i. Placing qualified small minority businesses and WBE on solicitation lists for subcontracts or joint ventures.

ii. Assuring that small and minority businesses and WBE are solicited whenever they are potential sources of work or supplies.

iii. Dividing total project requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and WBE.

iv. Establishing delivery schedules, when the requirements permit, which encourage participation by small and minority businesses and WBE.

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

c. ***D/S/W/MBE Subcontractor Requirements.***

i. ***Participation Percentage.*** Consultant has agreed to provide D/S/W/MBE participation on the project as indicated in Paragraph 14, Parts (b)(i)(2)(d)(1) – (4); which means that, at a minimum, these percentages of the compensation allotted for this project must be provided to a certified D/S/W/MBE.

1. DBE – the minimum participation for certified DBEs is ____percent (__%).

2. SBE – the minimum participation for certified SBEs is ___percent (__%).

3. WBE – the minimum participation for certified WBEs is ___percent (__%).

4. MBE – the minimum participation for certified MBEs is ___percent (__%).

ii. ***D/S/W/MBE Certification.*** A certified DBE is an entity that is so certified with the Missouri Department of Transportation ("MoDOT"). A certified W/MBE is an entity that is so certified with MoDOT, IDOT, or the

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Missouri Department of Equal Opportunity. A certified SBE is an entity that is so certified with the U.S. Small Business Administration. If a firm is not certified by the proper entity at the time of contract award, the Council will not count that firm's participation toward meeting the D/S/W/MBE percentages that are required for the project.

iii. ***<u>Changes to D/S/W/MBE Participation.</u>***

1. Consultant is not permitted to make any changes to the project or the services to be provided under this Agreement that will result in a reduction or other change in the D/S/W/MBE participation on the project without first obtaining the express written approval of the Council.
2. Consultant may not terminate, substitute, or otherwise reduce the work assigned to a D/S/W/MBE without good cause *and* without the express, advance written approval of the Council.
3. Consultant shall notify the Council in writing within five (5) calendar days of becoming aware of the need to make changes to the approved subcontractors for the project or the work assigned to a D/S/W/MBE.
4. If Consultant undertakes any changes to the work assigned to a D/S/W/MBE that results in a reduction in the D/S/W/MBE's participation in the project, without first obtaining the Council's express written approval, then the Council may implement a reduction in Consultant's compensation equal to the reduction in compensation to the D/S/W/MBE subcontractors on the project.

d. Under Paragraph 6, Part (b), Consultant shall submit to the Council the required D/S/W/MBE participation reporting form.

4. Consultant shall not discriminate on the basis of race, color, religion, sex, disability, age, national origin, or ancestry of an individual in the performance of this Agreement. Consultant shall carry out the applicable requirements of 6 CFR Part 21 in the award and administration of DHS assisted contracts.

5. Consultant assures that, as a condition of receiving payments under this Agreement, it will not discriminate on grounds of race, color, religion,

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sex, disability, age, national origin, or ancestry of an individual in the performance of any services under this Agreement, including the selection and retention of subcontractors and the procurement of materials and leases of equipment.

6. The terms of this Paragraph 14, Part (b)(i) will apply to all of Consultant's solicitations, either by competitive bidding or negotiation, for work to be performed under a subcontract including procurement of materials or equipment, and Consultant shall notify each potential subcontractor, supplier, or lessor of Consultant's obligations under this Agreement.

7. Each of the statutes, orders, regulations, or rules, including any later amendments, listed in this Paragraph 14, Part (b)(i) are incorporated by reference and made a part of this Agreement.

8. Consultant shall include the provisions of Paragraph 14, Part (b)(i) in every subcontract, including procurement of materials or leases of equipment.

9. Consultant's failure to carry out the requirements set forth in this Paragraph 14, Part (b)(i) will constitute a breach of contract and the Council may enforce certain remedies against Consultant including, but not limited to, those remedies expressed in Paragraph 10, Part (b).

ii. **False Claims and Program Fraud.**

1. Consultant acknowledges that the provisions of the False Claims Act, 31 U.S.C § 3729 *et seq.*, and the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and federal implementing regulations, including without limitation DHS regulations at 6 CFR Part 13 –*Program Fraud Civil Remedies*, apply to Consultant's actions pertaining to this Agreement. Upon execution of this Agreement, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the DHS assisted project for which its work is being performed. In addition to other penalties that may be applicable, Consultant acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 and other related federal statutes on Consultant to the extent the Federal Government deems appropriate.

2. Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by DHS under the authority of Public Law

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110 – 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001, 6 CFR Part 13 and any other applicable federal statute on Consultant, to the extent the Federal Government deems appropriate.

3. Consultant shall include Paragraph 14, Parts (b)(ii)(1) and (2) in each subcontract financed in whole or in part with Federal assistance provided by DHS. Consultant shall not modify these clauses, except to identify the subcontractor who will be subject to the provisions.

iii. **Freedom of Information and Missouri Sunshine Act.** Consultant understands and acknowledges that the Missouri Sunshine Act ("Sunshine Act"), Section 610-010 *et seq.* RSMo, may apply to the information and documents, both paper and electronic, submitted to the Council regarding the services provided under this Agreement. All materials submitted to the Council that are related to the services will become agency records and are or may be subject to the Sunshine Act and to public release through individual Sunshine Act requests, unless the Council determines that a valid exemption under the Sunshine Act applies. The Council has adopted a presumption of disclosure; therefore, the Council does not consent to honor any "routine" confidentiality statements that may appear on any printed or electronic documents or correspondence (e.g. letters, e-mails) that accompany the submission of project information, absent a requirement under federal or state law or regulation that the information must be kept confidential. Consultant shall clearly and specifically mark genuinely confidential or privileged information and shall justify the information as confidential or privileged. The Council will review the documents and information that are the subject of each Sunshine Act request, as permitted by federal or state law or regulation, and determine the extent to which the Council must or should exercise its discretion and withhold those documents. Further, Consultant understands and acknowledges that the applicability of the Sunshine Act or the Council's exercise of discretion to withhold a document does not affect MoOHS, FEMA, or DHS's right to make a separate determination about the disclosure of a document related to the project under the Sunshine Act or the Federal Freedom of Information Act ("FOIA"), 5 U.S.C. § 552; however, if MoOHS, FEMA, or DHS makes the determination that a document may be disclosed under the Sunshine Act or FOIA, the Council will presume that the document is subject to disclosure under the Sunshine Act unless Consultant demonstrates otherwise.

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iv. **Drug-Free Workplace.** Consultant certifies that it will comply with the requirements of the federal Drug-Free Workplace Act, 41 U.S.C. § 701 *et seq.*, as amended, and implemented at 44 CFR Part 17 and 2 CFR Part 3001.

v. **Compliance with Energy Conservation Plans.** Consultant shall comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

vi. **Recovered Materials.** Consultant shall comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

vii. **Federal Water Pollution Control Act and Clean Air Act.**

1. Consultant shall comply with all applicable standards, orders, and regulations issued under the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* and the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Consultant shall report each recognized violation to the Council and understands and the Council will, in turn, report each recognized violation as required to assure notification to DHS or FEMA and the appropriate Environmental Protection Agency Regional Office.

2. Consultant shall include these requirements in each subcontract made under this Agreement that exceeds $100,000.

viii. **Other Statutory and Regulatory Requirements.** As applicable, Consultant shall comply and ensure compliance on behalf of its employees, with the following statutes and requirements:

1. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

2. Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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3. Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by U.S. DOL regulations (29 CFR Part 5), the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) as supplemented by DOL regulations (29 CFR Part 3), and Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by DOL regulations (29 CFR Part 5).

4. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.

5. If applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

6. National Flood Insurance Act of 1968 Section 1306(c), as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State of local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.

7. Environmental standards which may be prescribed under the following:

   a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

   b. Notification of violating facilities under EO 11738;

   c. Protection of wetlands under EO 11990;

   d. Evaluation of flood hazards in floodplains in accordance with EO 11988;

   e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*);

   f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 *et seq.*);

   g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

   h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

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8. Clean Air Act of 1970 (42 U.S.C. §§ 7401 *et seq.*), the Clean Water Act of 1977 (33 U.S.C. § 1251 *et seq.* and Executive Order 11738) and Environmental Protection Agency regulations (40 CFR Part 15), which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

9. Coastal Wetlands Planning, Protection, and Restoration Act of 1990 and Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to the construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from the construction. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.

10. Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.*).

11. P.L. 93-348 and federal regulations at 45 CFR Part 46 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance. Consultant shall also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, before implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

12. Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 *et seq.*) which requires that minimum standards of care and treatment

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be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Consultant shall establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

13. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

14. 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as amended, and implementing regulations at 2 CFR Part 175. The Council may terminate this Agreement without penalty if Consultant:

    a. Engages in severe forms of trafficking in persons during the time that this Agreement is in effect;

    b. Procures a commercial sex act during the period of time that this Agreement is in effect; or

    c. Uses forced labor in the performance of this Agreement or any subcontract issued under the terms of this Agreement.

15. Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728 – 4763) relating to prescribed standards for merit systems for programs funded under on the nineteen (19) statutes or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 CFR Part 900, Subpart F).

16. Fly America Act of 1974 which codifies requirements of the Preference for U.S. Flag Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of 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 this service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

17. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act of 2001), which amends 18 U.S.C. §§ 175 – 175c, among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other

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peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

18. U.S. legal requirements related to combating terrorist financing, which include, but are not limited to: various sanctions programs administered by the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) and federal statutes that prohibit: financing of terrorism (18 U.S.C. § 2339(C)), providing material support or resources to terrorists (18 U.S.C. § 2339(A)), and providing material support or resources to designated terrorist organizations (18 U.S.C. § 2339(B)). OFAC sanctions programs include, without limitation, the requirements expressed in Executive Order 13224 – *Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*.

19. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a) *et seq.*, Consultant shall ensure that all conference, meeting, convention, and training space funded in whole or in part by this Agreement comply with the Federal Fire Prevention and Control Act of 1974 (P.L. 93-498), as amended by Section 3(a) of the Hotel and Motel Fire Safety Act of 1990 (15 U.S.C. § 2224).

20. The statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4172, 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 and 4310.

15. Contact Information & Notices.

a. *Contact Information.*

i. **The Council's Points of Contact**. The Council's points of contact are as follows:

1. The point of contact for questions regarding budgeting, invoicing, reporting, this Agreement, and to seek authorization for changes is _____, East-West Gateway Council of Governments, 1 S. Memorial Drive, Suite 1600, St. Louis, MO 63102; ____@ewgateway.org; 314-421-4220.

2. The point of contact regarding the scope of services is _____, East-West Gateway Council of Governments, 1 S. Memorial Drive, Suite 1600, St. Louis, MO 63102; ____@ewgateway.org; 314-421-4220.

ii. **Consultant's Points of Contact.** Consultant's points of contact are as follows:

1. The point of contact regarding invoicing is ____.

2. The point of contact regarding the scope of services is ____.

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b. *Notices.*

i. Except as noted in Paragraph 9, notices required by this Agreement will be deemed given only if given in writing, and delivered to the party's address noted in Paragraph 15, Part (b)(iii) by:

1. hand delivery,
2. Federal Express ("FedEx"), United Parcel Service ("UPS"), or similar service, or
3. U.S. Postal Service registered or certified mail, postage prepaid and return receipt requested.

ii. All notices will be effective upon first receipt, unless otherwise specified in this Agreement. "Receipt" means when the notice arrives at the address noted in Paragraph 15, Part (b)(iii), as indicated by the first of either one of: the signature of a person employed by or designated by the Council or Consultant, or the delivery date noted on mail/delivery service tracking receipt/slip/other tracking document including internet based or electronic documents (i.e. e-mail or information downloaded from a website).

iii. The mailing and physical addresses of the Council and Consultant are as follows:

1. The Council:

Executive Director
East-West Gateway Council of Governments
1 S. Memorial Drive, Suite 1600
St. Louis, MO 63102

2. Consultant:

XXXX
XXXX
XXXX
XXXX

c. *Changes to Points of Contact or Addresses.* The Parties shall inform each other of any changes in points of contact and contact information, including the organization's name, address, telephone number, and e-mail. This notice may be given by one or both of an e-mail to the point of contact identified in Paragraph 15, Part (a)(i)(1) or (ii)(1), respectively, or one of the methods noted in Paragraph 15, Part (b)(i).

16. General Terms.

a. *Flow Down Provisions.* Consultant shall include certain provisions of this Agreement, including the Appendices, in all subcontracts that Consultant enters into under this Agreement. Consultant will coordinate with the Council to ensure that all of the required flow-down provisions are properly included in any subcontract Consultant issues under this Agreement.

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b. *Data Universal Numbering System ("DUNS") Number, Catalog of Federal Domestic Assistance ("CFDA") Number, and Funding Sources.* Consultant's DUNS numbers is _____. The CFDA Number for the DMS network audit and security assessment project is 97.067. A total of ____ dollars ($___.00) in funding for this project is provided from DHS through MoOHS from the FY 2016 UASI grant.

c. *Information Obtained Through Internet Links.* The Council does not guarantee the accuracy of the information accessed through the internet links provided in this Agreement. Consultant understands that any information it obtains through an internet link contained in this Agreement does not represent an official version of the federal law, state law, regulation, or directive and may be inaccurate; therefore, any information obtained through an internet link is neither incorporated by reference nor made a part of this Agreement.

d. *Federal Changes.* The Council and Consultant understand that Federal laws, regulations, and directives applicable on the date on that DHS awards Federal assistance for these services may be modified from time-to-time. In particular, new Federal laws, regulations, and directives may become effective after the effective date of this Agreement. The most recent of the Federal laws, regulations, and directives will apply to the administration of this Agreement at any particular time, except to the extent that DHS determines otherwise in writing.

e. *No Obligation by the Federal Government.*

   i. The Council and Consultant acknowledge that, despite any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and will not be subject to any obligations or liabilities to the Council, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying agreement.

   ii. Consultant shall include Paragraph 16, Part (e)(i) in each subcontract financed in whole or in part with Federal funds provided by DHS. Consultant shall not modify Paragraph 16, Part (e)(i), except to identify the subcontractor that will be subject to its provisions.

f. *Assignability.* Consultant shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Council.

g. *Governing Law.* This Agreement will be interpreted under and governed by the laws of the State of Missouri.

h. *Jurisdiction and Venue.* Any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, will be instituted only in the Circuit Court of St. Louis City, Missouri.

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i. *Waiver.* No waiver by either party of any default will be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement, or of the Parties' right to insist on strict compliance with this Agreement after a waiver is given.

j. *Agreement Binding on Successors.* Unless otherwise prohibited by this Agreement, this Agreement will be binding upon and will inure to the benefit of the Parties of this Agreement, their heirs, administrators, and successors.

k. *Integration.* This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. It may not be modified or amended except in writing and when accomplished in accordance with Paragraph 9.

l. *Survival of Terms.* All provisions of this Agreement which by their nature should survive termination or expiration of this Agreement will survive, including but not limited to: provisions regarding insurance/liability, indemnification, intangible property, audits, inspections, ownership of documents, access to records, and retention of records.

m. *Severability.* In the event that any of the terms or provisions of this Agreement are declared void or unenforceable for any reason, the remaining terms and provisions of this Agreement will remain in full force and effect and will not be affected by the declaration.

n. *Order of Precedence.* This Agreement consists of the terms of this Agreement and Appendices I through V. In the event that any conflict of inconsistency arises among the provisions of this Agreement and the provisions of the Appendices or among the provisions of the Appendices, the following order of precedence shall control:

   i. The Agreement.
   ii. Appendix I.
   iii. Appendix II.
   iv. Appendix V.
   v. Appendix IV.

IN WITNESS WHEREOF the Parties have caused this instrument to be executed by their respective proper officials and on the dates specified below:

Consultant	**East-West Gateway Council of Governments**
_____	_____
XXXX XXXX	James M. Wild Executive Director
_____	_____
Date	**Date**

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ABC Company, Inc.

123 ABC Way, St. Louis, MO 63102

Contact Person:
Jane Doe, Accounting Manager
(314) 555-5555
jane.doe@abccompany.com

Remit Payments To:
Accts. Receivable
ABC Company, Inc.
123 ABC Way, St. Louis, MO 63102

Project Name	Microwave Network Audit and Security Assessment
Project No.	#####
Invoice No.	123456
Invoice Date	01/01/0000
Invoice Period	10/01/17 through 10/31/17

	Milestone Payments			
Milestones	**Total Milestone Amt.**	**Current Amt. Due**	**Previously Billed**	**Milestone Amt. Remaining**
#1 - XXX	$0.00	$0.00	$0.00	$0.00
#2 - XXX	$0.00	$0.00	$0.00	$0.00
#3 - XXX	$0.00	$0.00	$0.00	$0.00
#4 - XXX	$0.00	$0.00	$0.00	$0.00
#5 - XXXX	$0.00	$0.00	$0.00	$0.00
Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Total Amount Due this Invoice	**$0.00**

Certification & Signature

"I certify that to the best of my knowledge and belief that the invoice is true, complete, and accurate, and the expenditures are for the purposes set forth in the Agreement that my firm has with the Council. I am aware that false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise under U.S. Code Title 18, Section 1001 and Title 31, Sections 3729 – 3730 and 3801 – 3812."

Signature of Authorized Official

APPENDIX 2
SOLICITATION # 120617-DMSAUD

ABC Company, Inc.
123 ABC Way, St. Louis, MO 63102

Progress Report

Project Name	Microwave Network Audit and Security Assessment
Report No.	1
Report Date	01/01/0000
Report Period	10/01/17 through 10/31/17

Note that the percent project completion and the percent task completion reported must be based upon actual work completed and must not be based upon dollars expended or costs incurred.

% Overall Project Complete To-Date	**0%**
% Project Completed this Period	**0%**

Is the project on schedule to be completed by the performance period end date (Y/N)?	XX
If no, indicate how far behind schedule you are and the tasks involved, describe the issues causing the delays, and explain the steps you have taken to mitigate the project delays. If a schedule change is needed, please attach a proposed revised project schedule.	

APPENDIX 2
SOLICITATION # 120617-DMSAUD

ABC Company, Inc.
123 ABC Way, St. Louis, MO 63102

Progress Report

Project Name	Microwave Network Audit and Security Assessment
Report No.	1
Report Date	01/01/0000
Report Period	10/01/17 through 10/31/17

Note that the percent project completion and the percent task completion reported must be based upon actual work completed and must not be based upon dollars expended or costs incurred.

Task 1 – Project Management / Administration	
Deliverables *XXX* *XXX* *XXXX* *XXXX* *XXXXX*	
% Task Complete	***0%***

Brief Summary of Work Accomplished During Reporting Period

APPENDIX 2
SOLICITATION # 120617-DMSAUD

ABC Company, Inc.
123 ABC Way, St. Louis, MO 63102

Progress Report

Project Name	Microwave Network Audit and Security Assessment
Report No.	1
Report Date	01/01/0000
Report Period	10/01/17 through 10/31/17

Note that the percent project completion and the percent task completion reported must be based upon actual work completed and must not be based upon dollars expended or costs incurred.

Task 2 – Network Audit & Security Assessment	
Deliverables *XXX* *XXX* *XXXX* *XXXX* *XXXXX*	
% Task Complete	***0%***

Brief Summary of Work Accomplished During Reporting Period

APPENDIX 2
SOLICITATION # 120617-DMSAUD

ABC Company, Inc.
123 ABC Way, St. Louis, MO 63102

Progress Report

Project Name	Microwave Network Audit and Security Assessment
Report No.	1
Report Date	01/01/0000
Report Period	10/01/17 through 10/31/17

Note that the percent project completion and the percent task completion reported must be based upon actual work completed and must not be based upon dollars expended or costs incurred.

Task 3 – Post-Audit / Assessment Follow-Up	
Deliverables *XXX* *XXX* *XXXX* *XXXX* *XXXXX*	
% Task Complete	***0%***

Brief Summary of Work Accomplished During Reporting Period

APPENDIX 2
SOLICITATION # 120617-DMSAUD

D/S/W/MBE PARTICIPATION REPORTING FORM

1. Reporting Period
   - ☐ Oct. 1 - March 31
     Due April 15th
   - ☐ April 1 - Sept. 30
     Due October 15th
2. Name of Prime Contractor _____
3. Project Title/Contract _____
4. D/S/W/MBE Participation

Firm Name	Contract Amt.	Total Payments Received / Issued To-Date	Contract Amount Remaining
A.	$0.00		$0.00
B.	$0.00		$0.00
C.	$0.00		$0.00
D.	$0.00		$0.00
i.	$0.00		$0.00
E.	$0.00		$0.00
F.	$0.00		$0.00
G.	$0.00		$0.00
TOTAL	**$0.00**	**$0.00**	**$0.00**
TOTAL DBE FIRMS (___+___)			***$0.00***
TOTAL SBE FIRMS (___+___)			***$0.00***
TOTAL WBE FIRMS (___+___)			***$0.00***
TOTAL MBE FIRMS (___+___)			***$0.00***

	Contract Amt.	% to Date	Remaining %
DBE Participation (%)	#DIV/0!	#DIV/0!	#DIV/0!
SBE Participation (%)	#DIV/0!	#DIV/0!	#DIV/0!
WBE Participation (%)	#DIV/0!	#DIV/0!	#DIV/0!
MBE Participation (%)	#DIV/0!	#DIV/0!	#DIV/0!

By signing below, I certify that, to the best of my knowledge, this report is accurate and true.

5. Printed Name & Title of Person Submitting Report

   _____

6. Signature of Person Submitting Report

   _____

7. Phone Number

   _____

8. Email

   _____

9. Date

   _____

SOLICITATION # 120617-DMSAUD APPENDIX 2

_____ (Prime Contractor)
_____ Project
_____ to _____

EWG Cnsltnt SubKtr Pymnt Trck Form (FFP)

Updated 09/24/2015

Name of Subcontractor	Subcontractor Invoice Number	Subcontractor Invoice Date	Subcontractor Total Invoice Amt.	Date Payment Received from EWG	Date Payment Made to Subcontractor**	Amt. Paid to Subcontractor**	Notes

**EWG/_____ Agreement, Paragraph ___, Part___ requires that payment to subcontractors be made within 30 calendar days of receipt of the subcontractor's invoice.

APPENDIX 2
SOLICITATION # 120617-DMSAUD

EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
TITLE VI QUESTIONNAIRE

PRE-CONTRACTING STAGE
THIRD-PARTY CONTRACTOR

Project Name	Contractor Name

As a recipient / sub-recipient of Federal grant funding, East-West Gateway ("EWG") is required to ensure that all of its third-party contractors on each of its projects are in compliance with Title VI of the Civil Rights Act of 1964 ("Title VI") and the rules, regulations, and executive orders that govern Title VI on federally funded projects. In order to ensure that third-party contractors receiving funding from EWG are in compliance with these requirements, your organization must complete the following questionnaire in its entirety. If you have any questions regarding this questionnaire please contact one of the EWG staff persons listed below. *Please submit your completed questionnaire and all additional materials to Staci Alvarez, Grant/Contract Compliance Administrator (contact information provided below).*

You should be aware that submitting this form is required by your agreement with EWG and that EWG will not approve payments under your agreement until this form and any required additional information is submitted.

Staff		Phone / Fax #s	Mailing Address
Royce Bauer Title VI Coordinator	Staci Alvarez Grant/Contract Compliance Administrator staci.alvarez@ewgateway.org	(314) 421-4220 (MO) (618) 274-2750 (IL) (314) 231-6120 (Fax)	East-West Gateway Council of Governments 1 S. Memorial Dr., Suite 1600 St. Louis, MO 63102

PART 1: TITLE VI COMPLAINTS

1. In the past three (3) years has your organization had a Title VI complaint filed against it? ☐ YES ☐ NO

You must provide information about EACH complaint, to include: (i) the date the complaint was filed, (ii) the nature of the complaint, (iii) who was involved, (iv) what action your organization has taken, and (v) the outcome. Please use page 3 of this questionnaire or equivalent to provide this information.

2. Is the information regarding each complaint attached to this questionnaire? ☐ YES ☐ NO ☐ N/A

PART 2: NON-DISCRIMATION POLICY & STATEMENT

1. Does your organization have a non-discrimination policy that is incorporated into a Statement of Non-Discrimination? ☐ YES ☐ NO

   (a) Is a copy of the policy attached to this questionnaire or is a link to an on-line version of the policy provided below? ☐ YES ☐ NO ☐ N/A

   ☐ **Attached** **Link to on-line version** _____

If your organization does not have its own non-discrimination policy / Statement of Non-Discrimination, then it is required to follow EWG's policy / statement.

2. Do you have a copy of EWG's non-discrimination policy / Statement of Non-Discrimination? ☐ YES ☐ NO ☐ N/A

You can find a copy of EWG's policy on its website at www.ewgateway.org/about-us/what-we-do/title-vi/ or by contacting the Grant/Contract Compliance Administrator listed above.

PART 3: CIVIL RIGHTS AND/OR TITLE VI COORDINATOR

1. Does your organization have a person employed for it that is responsible for handling civil rights issues or a Title VI Coordinator? ☐ YES ☐ NO

2. Please provide the following information about the Civil Rights or Title VI Coordinator:

Name _____ **Title** _____

Address _____

Phone # _____ **E-Mail** _____

APPENDIX 2
SOLICITATION # 120617-DMSAUD

EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
TITLE VI QUESTIONNAIRE

PRE-CONTRACTING STAGE
THIRD-PARTY CONTRACTOR

Project Name	Contractor Name

PART 4: SUBCONTRACTING, LEASING & PURCHASING

1. Does your organization have a federally compliant, competitive procurement process? ☐ YES ☐ NO

   (a) Is a copy of your organization's procurement policy / procedures attached to this questionnaire or is a link to an on-line version of the policy / procedures provided below? ☐ YES ☐ NO ☐ N/A

   ☐ **Attached** **Link to on-line version**

If your organization does not have its own federally compliant procurement process, then it is required to follow EWG's procurement process.

2. Do you have a copy of EWG's procurement policy? ☐ YES ☐ NO ☐ N/A

You can obtain a copy of EWG's procurement policy by contacting the Grant/Contract Compliance Administrator listed on page 1.

3. Does your organization plan to enter into subcontracts for the project? ☐ YES ☐ NO

In the space provided below, please describe how your organization obtained or plans to obtain the subcontractor's services or goods. If the subcontractors will be hired at a later date, then you must describe how your organization will competitively procure those services or goods.

You must submit to EWG a copy of EACH subcontract so that EWG may review and approve it. Please contact the Grant/Contract Compliance Administrator listed on page 1 for instructions about when and how to submit a subcontract for review and approval.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

By signing below, I certify that I am authorized to sign this questionnaire on behalf of my organization and that the information contained in this report is accurate and complete to the best of my knowledge.

Name & Title _____ **Signature** _____ **Date** _____

APPENDIX 2
SOLICITATION # 120617-DMSAUD

EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
TITLE VI QUESTIONNAIRE

PRE-CONTRACTING STAGE
THIRD-PARTY CONTRACTOR

Project Name	Contractor Name

Use this page to provide information about any Title VI complaints filed against your organization. For EACH complaint, please provide the following information: (i) the date the complaint was filed, (ii) the nature of the complaint, (iii) who was involved, (iv) what action your organization has taken, and (v) the outcome.

Attach additional sheets as needed.

APPENDIX 2
SOLICITATION # 120617-DMSAUD

EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
TITLE VI QUESTIONNAIRE

POST-CONTRACTING STAGE
THIRD-PARTY CONTRACTOR

Project Name	Contractor Name

As a recipient / sub-recipient of Federal grant funding, East-West Gateway ("EWG") is required to ensure that all of its third-party contractors on each of its projects are in compliance with Title VI of the Civil Rights Act of 1964 ("Title VI") and the rules, regulations, and executive orders that govern Title VI on federally funded projects. In order to ensure that third-party contractors receiving funding from EWG are in compliance with these requirements, your organization must complete the following questionnaire in its entirety. If you have any questions regarding this questionnaire please contact one of the EWG staff persons listed below. *Please submit your completed questionnaire and all additional materials to Staci Alvarez, Grant/Contract Compliance Administrator (contact information provided below).*

You should be aware that submitting this form is required by your agreement with EWG and that EWG will not approve payments under your agreement until this form and any required additional information is submitted.

Staff		Phone / Fax #s	Mailing Address
Royce Bauer Title VI Coordinator	Staci Alvarez Grant/Contract Compliance Administrator staci.alvarez@ewgateway.org	(314) 421-4220 (MO) (618) 274-2750 (IL) (314) 231-6120 (Fax)	East-West Gateway Council of Governments 1 S. Memorial Dr., Suite 1600 St. Louis, MO 63102

PART 1: TITLE VI COMPLAINTS

1. During the course of the project, did your organization have a Title VI complaint filed against it? ☐ YES ☐ NO

You must provide information about EACH complaint, to include: (i) the date the complaint was filed, (ii) the nature of the complaint, (iii) who was involved, (iv) what action your organization has taken, and (v) the outcome. Please use page 3 of this questionnaire or equivalent to provide this information.

2. Is the information regarding each complaint attached to this questionnaire? ☐ YES ☐ NO ☐ N/A

PART 2: PUBLIC ENGAGEMENT / OUTREACH

1. As part of your organization's agreement, did your organization conduct any public engagement, community outreach, or similar public events? ☐ YES ☐ NO

A public meeting report for EACH public event must be submitted to EWG. If these reports have not already been submitted, then please attach them to this questionnaire.

2. Did you submit to EWG all the public meeting reports required by your organization's agreement? ☐ YES ☐ NO ☐ N/A

3. Did your organization coordinate or conduct the public event(s) with a member of EWG's staff? ☐ YES ☐ NO ☐ N/A

   (a) Provide the name of the EWG staff person who assisted your organization with the public event(s). **Name** _____

PART 3: D/S/W/MBE PARTICIPATION

1. Was there a DBE goal established for the project? ☐ YES ☐ NO

2. Did your organization meet the DBE goal that was established for the project? ☐ YES ☐ NO ☐ N/A

3. If the DBE goal was <u>not</u> met, in the space provided below, please provide a detailed explanation of why your organization did not meet the DBE goal and the steps that your organization took in order to meet the DBE goal, including whether your organization notified EWG that it would not meet the goal and the date on which the notification was provided to EWG.

APPENDIX 2
SOLICITATION # 120617-DMSAUD

EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
TITLE VI QUESTIONNAIRE

POST-CONTRACTING STAGE
THIRD-PARTY CONTRACTOR

Project Name	Contractor Name

PART 3: D/S/W/MBE PARTICIPATION, con't.

4. Did your organization enter into any subcontracts regarding the work completed under the agreement? ☐ YES ☐ NO

5. Were any of the subcontrators or subconsultants any of the following type of entity (*select all that apply*): ☐ DBE ☐ SBE ☐ WBE ☐ MBE ☐ None of these ☐ N/A

6. Please provide a detailed description of the steps that your organization took to verify the D/S/W/MBE status of any D/S/W/MBEs hired to complete work for the project. For example, did your organization check MoDOT's MRCC list of the MoOEO's list of D/S/W/MBEs? Or did your organization obtain a copy of the D/S/W/MBE's certification?

D/S/W/MBE reports may be required by your organization's agreement and these reports must be submitted to EWG. If these reports have not already been submitted, then please attach them to this questionnaire.

7. Did your organization complete and return its D/S/W/MBE reports? ☐ YES ☐ NO ☐ N/A

SIGNATURE OF AUTHORIZED REPRESENTATIVE

By signing below, I certify that I am authorized to sign this questionnaire on behalf of my organization and that the information contained in this report is accurate and complete to the best of my knowledge.

Name & Title _____ **Signature** _____ **Date** _____

APPENDIX 2
SOLICITATION # 120617-DMSAUD

EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
TITLE VI QUESTIONNAIRE

POST-CONTRACTING STAGE
THIRD-PARTY CONTRACTOR

Project Name	Contractor Name

Use this page to provide information about any Title VI complaints filed against your organization. For EACH complaint, please provide the following information: (i) the date the complaint was filed, (ii) the nature of the complaint, (iii) who was involved, (iv) what action your organization has taken, and (v) the outcome.

Attach additional sheets as needed.

APPENDIX 2
SOLICITATION # 120617-DMSAUD