

COUNTY OF VENTURA CONTRACT NUMBER # 9038

CONTRACT

This Contract entered into this 1<sup>st</sup> day of March, 2023, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and Bode Technology, hereinafter called "Contractor."

WITNESSETH

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing professional services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent Contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

This Contract will be in effect from March 1, 2023 through February 28, 2025 subject to all the terms and conditions set forth herein

This Contract may, upon mutual agreement, be extended for up to one (1) additional one (1) year period.

In the event of any extension of this contract beyond the initial two (2) year period, County reserves the right to either accept or reject any price adjustments submitted in writing ninety (90) days prior to the end of the current contract period as part of County's consideration for the contract extension. Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds for such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefore.

Time is of the essence in the performance of this contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

6. **TERMINATION**

A. Termination for Convenience. County may terminate this Contract, in whole or in part, at any time and for any reason by providing 10 days written notice to Contractor. Upon termination, Contractor will be paid for all work performed and all costs incurred, following the Contract terms and conditions, up to the date of termination. Termination

settlements shall be accommodated by negotiations carefully planned in order to achieve an equitable resolution.

B. Termination for Cause. County may terminate this Contract, in whole or in part, for cause if Contractor fails to perform the services according to the Contract terms and conditions. In such case, County may require Contractor to pay for any re-procurement costs incurred by County as a result of the termination. Upon termination, County may withhold payment for any work not completed or unsatisfactorily performed by Contractor up to the date of termination. Termination settlements shall be accommodated by negotiations carefully planned in order to achieve an equitable resolution.

This right of termination belonging to County may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

7. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless County, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. **INSURANCE PROVISIONS**

A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including

personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.

- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
  - 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
  - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
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- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
  - C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
  - D) County, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
  - E) Contractor agrees to waive all rights of subrogation against County, its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.
  - F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
  - G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
    1. Certificates of Insurance for all required coverage.
    2. Additional Insured endorsement for General Liability Insurance.
    3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.



10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the Chief Procurement Officer. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by County or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by Ventura County Sheriff's Office or his/her authorized representative.

14. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of County except as authorized by law.

17. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: County of Ventura  
General Services Agency  
Procurement Services  
800 South Victoria Avenue, L#1080  
Ventura, CA 93009

TO CONTRACTOR: Bode Technology  
Renee Walker, Contracts Manager  
10430 Furnace Road, Suite 107  
Lorton, VA 22079

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

19. **ORDER OF PRECEDENCE**

This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

1. This Contract; 9038
2. County of Ventura RFP #6101
3. Contractor's Best and Final Offer of September 20, 2022
4. Contractor's Proposal Dated August 12, 2022

20. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

21. **SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

22. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

23. **COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

24. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

25. **NON-EXCLUSIVITY**

County reserves the right to contract with providers of similar services and/ or equipment other than the Contractor when it is reasonably determined to be in the best interest of County.

26. **NON-COLLUSION**

If there is reason to believe that collusion exists among the Offerors, county may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation that has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors.

**27. ENVIRONMENTAL PURCHASING POLICY**

It is the policy of county of Ventura to purchase and use recycled products whenever possible. County of Ventura will favorably consider the selection of recycled –content and renewable materials, products and supplies over their non-recycled-content and non-renewable alternatives in cases where availability, fitness, health, operational efficiency, quality, safety, and price of the recycled product is otherwise equal to, or better than, the non-recycled-content and /or non-renewable alternative.

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in their proposals.

Recycled commodities means items that meet Environmental Protection Agency's (EPA) Comprehensive Procurement Guidelines (CPG). These can be located at <http://www.epa.gov.cpg.product.htm/>.

"Recycled Material" means material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Post-Consumer Recycled Material" means material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Environmentally preferable products" means products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.

**28. FEDERAL TERMS**

This purchase is funded by Federal money through a grant. Federal terms are not negotiable. Contractor agrees to comply with the terms required by the

granting agency BJA (Bureau of Justice Assistance) and DOJ (Department of Justice).

29. **EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.4, Contractor shall agree as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375,

"Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

31. **FEDERAL GRANT RECIPIENTS, SUB RECIPIENTS, CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY**

Federal Grant recipients, sub recipients, Contractors and subcontractors shall comply with 2 C.F.R. §200.322, Domestic preferences for procurements.

Federal Grant recipients, sub recipients, Contractors and subcontractors shall comply with 2 C.F.R. §200.323, Procurement of recovered materials.

Federal Grant recipients, sub recipients, Contractors and subcontractors shall comply with the provision at Federal Acquisition Regulation (FAR) to implement the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) (Pub. L. No. 115-232 [2018]) Section 889 (b)(1) – Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.

32. **APPENDIX II TO PART 200 – CONTRACT PROVISIONS**

Contractor shall comply with applicable provisions of Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards of the Code of Federal Regulations.

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

Contractor must file with County, the certification required by 31 U.S.C. 1352. Each tier certifies to the tier above that Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose to county any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

34. **CHANGES**

Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract and shall be mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

35. **ACCESS TO RECORDS**

The Uniform Rules provide that DOJ, DHS (Department of Homeland Security) Office of Inspector General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the County which are pertinent to the DOJ award, in order to make audits, examinations, excerpts, and transcripts. 2 C.F.R. § 200.336; DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (Dec. 4, 2013)

County acknowledges and agrees—and requires any Contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (Dec. 4, 2013).



36. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

DOJ grant funds will be used to fund this contract along with the requirement that Contractor will comply with all applicable Federal law, regulations, executive orders, and DOJ policies, procedures, and directives.

37. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to County, Contractor, or any other party pertaining to any matter resulting from the contract. Program Fraud and False or Fraudulent Statements or Related Acts.

38. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

County will have rights to Inventions made under this contract. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CONTRACTOR RESPONSIBILITIES

See Exhibit "A".

See Attachment "A" Non-Collusion Affidavit.

See Attachment "B" Anti-Lobbying Certification.

See Attachment "C" Federal Terms and Conditions Acknowledgement.

See Attachment "D" Federal Grant Requirements Acknowledgement.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

**COUNTY OF VENTURA**

Boyd Donovan

Authorized Signature

BOYD DONAVON

Printed Name

ASSISTANT PURCHASING AGENT

Title

JUNE 2, 2023

Date

**CONTRACTOR\***

Michael Cariola

Authorized Signature

Michael Cariola

Printed Name

CEO/President

Title

6/2/2023

Date

54-1750293

Tax Identification Number

3381229

Secretary of State Entity Number

**CONTRACTOR\***

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer(or Treasurer), or (d) and Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract.

#### COMPENSATION SCHEDULE

Payment terms are Net 30 Days upon receipt of invoice, in arrears for services rendered. Reimbursement for travel and expenses are to be in accordance with the County's expense reimbursement policy (Administrative Manual).

## Exhibit A

### Objective:

Bode will work with the Ventura County Sheriff Office Forensic Services Bureau (VCSO FSB) to provide information, reports and data as well as any unknown DNA generated to the VCSO FSB for the purposes of uploading received data into CODIS. Bode understands that the VCSO FSB has 400 sexual assault kits (SAKs) to be analyzed in year one of the contract and 150 SAKs to be analyzed in years two and three. Bode has the available capacity to report the required SAKs following a project schedule. Bode is committed to meeting the needs of the COUNTY in providing a turnaround time that is reasonable and efficient and can further increase capacity if needed.

Bode will receive sexual assault kits (SAKs) in quantities and at intervals agreed upon by the Ventura County Sheriff Office Forensic Services Bureau (VCSO FSB) and Bode for forensic DNA testing. Selection of the evidentiary samples for analysis will follow criteria agreed upon by the VCSO FSB and Bode. Bode will conduct a documented inventory of the entire SAK, using the descriptions present on the packaging of the item. Items in the SAK that are not tested do not need to be given an item number but need to be on the report as having been present in the SAK.

### Vendor Responsibilities:

- Test up to four (4) evidentiary samples contained within SAK.
- Two (2) evidentiary samples and one (1) reference sample will be extracted on single assailant cases
- Three (3) evidentiary samples and up to two (2) reference samples will be extracted on multiple assailant cases
- Additional reference samples may be submitted later
- If the victim is less than 12 years old all evidentiary samples will be tested
- All samples will be interpreted using STRmix
- Issue report for all work completed on a case, sent via a secure electronic communication
- The entire electronic case file will be submitted along with the report
- SAKs will be returned to the VCSO using an approved courier (Fedex, UPS, DHL)
- The applicable lab contact will be notified whenever a return shipment is initialized
- If necessary vendor can provide an expert witness for cases

### County Responsibilities:

- County to provide vendor with no more than 400 SAKs in the first year of the contract and 150 SAKs in years 2 and 3
- SAKs will be shipped to vendor using an approved courier (Fedex, UPS, DHL)

CAN - Ventura County, CA Project Guidelines	
<b>CONTRACT / PERIOD OF PERFORMANCE</b>	
	~25 cases/month
Batching with other clients	Y
Contamination/Quality Issues/Client Notification	Notify TL of contamination/quality issues as necessary
<b>SAMPLING</b>	
Consumption of evidence	Permission to consume will depend on each case and will be listed on the manifest.
Reagent Blanks	Per SOP
Name/Agency Information	Take from medical report. Additional case information taken from client paperwork (job number)
Name/Agency # Discrepancies	Minor name discrepancies default to medical report
Specimen Description	Take item description from evidence packaging
Photo Documentation	Only if applicable
Moldy Kits	Sample moldy swabs if safe to do so, photograph evidence if unable to sample.
Medical Report	Do not process if one is not submitted, contact the client.
Items Previously Sampled	Permission to process - Y
Sampling	Choose 4 most probative body swab samples based on information in the medical report. If victim is 12 years old or under all samples will be processed. If no medical report is available or LOC case, use the following to decide which samples to process: 1)A representative sample from each internal orifice (vaginal, rectal, oral) if available- Differential Extraction 2)One sample from each External Genitalia and Anal if available - D Differential Extraction 3)Representative sample from each external body location, prioritizing the most intimate (i.e. breast) - Touch Extraction
Juveniles	12 years old and under
Untested Evidence	Listed on inventory
References	Cut victim refs if evidence samples are sent forward for STRs. Cut suspect refs if comparable data is generated.
<b>EXTRACTION</b>	
Reagent Blanks	Qiaon Micro can only be used on references. Organic, EZ1, Vantage, Dnaase can be used on references or evidence samples. Reference extractions: Per SOP for minimum RBs required (if consumed samples on extraction - must have at least 2 reagent blanks) Evidence extractions: A minimum of one reagent blank per case is required (if extraction only contains one case with more than one sample, follow SOP for minimum RBs required), if the extraction contains samples that are consumed, a minimum of two reagent blanks are required for each case in which samples are consumed.
Substrates	Save consumed substrates, must send back to the client
<b>QUANTIFICATION</b>	
Shop at quant	Quant Trio only; Hamilton for Automated setup approved Approved
<b>AMPLIFICATION</b>	
Consumption of extracts	Permission to consume extracts 25 uL reactions, reduced reaction volume for references
STR CHEMSKRY QR	Single assailant cases: amplify the 2 most positive, probative sample after Quant Trio screen. For cases with a male victim, multiple assailants, recent consensual sexual contact (72 hrs), mentally-handicapped, or an unconscious victim: amplify all most positive, probative sample after Quant Trio screen. For cases with a female assailant: amplify the 3 most probative samples.
Concentration/Purification	Microlon DNA FastFlow
Undocumented Artifacts	Permission to send to kit vendors
<b>QC &amp; ANALYSIS</b>	
Instrument	3500XL Hamilton approved for CE setup
Analysis Software	GMID IDK v 1.5 or above
Thresholds	Per SOP, for references amplified with reduced volume of buccal ST is 1000RFU
Statistics	RMP, STRmix
GL/TIRs	Reload OLS - can confirm within the case, reamp TRI
<b>REPORTS &amp; ALLELE TABLES</b>	
Individual Allele Tables	Name - STRmix No control information needed
Deducing	Perform STRmix deconvolutions on all applicable probative samples, including single source profiles which are not consistent with a submitted elimination reference.
Statistics	No stats for non probative comparisons. When generating STRmix LR: use the NIST 2017 African American, Caucasian, Hispanic, and Asian databases. Use a theta value of 0.02 for the Asian database. Report the lowest LR from the 4 populations.
Composite Profiles	N
No ref & clean LR	When a victim reference is not submitted, if applicable you can use a clean epithelial fraction to deduce; include if male quant is ok so long as single source female profile, reach out if no suitable sample available.
RBs	Follow current SOP
Victim/Suspect Names	List victim and suspect names on report even if no references are submitted. Include additional case number on the report, and "Not Listed" if not available.
BodyMatch	BodyMatch will only be used to search Ventura County profiles in samples analyzed concurrently in order to evaluate the DNA typing results for potential contamination, determine the source of contamination when detected, and to ensure that the contaminating profiles were not misidentified as DNA profiles from perpetrators. Aside from this limited exception, Ventura County victim DNA profiles and DNA profiles collected for elimination will not be searched against DNA profiles in Body's possession that are associated with criminal investigations.
<b>CONTACT PERSON(S)-REPORTS</b>	
Name (Title)	Shanin Barrion, Supervising Forensic Scientist
Email	<a href="mailto:Shanin.Barrion@ventura.ca.gov">Shanin.Barrion@ventura.ca.gov</a>
Address	VCSO FSB CIO Shanin Barrion 800 South Victoria Avenue Ventura, CA 93009
<b>UPLOAD / SHIPMENT</b>	
Case Files OR Binders	Binders separated by CODIS/NOH-CODS/NEG
UPLOAD to submitting agency via FTP	Upload binders, cross reference list, controls, core forms, CODs, 3500 data
<b>EVIDENCE/EXTRACT RETURN</b>	
Evidence/Extract Returns	Substrates - for consumed samples (If Lysates/Amp product - dispose after notification that the results are reviewed) Extracts - return frozen Reagent Blanks - return frozen
<b>CONTACT PERSON(S)-EVIDENCE RETURNS</b>	
Name (Title)	Shanin Barrion, Supervising Forensic Scientist
Email	<a href="mailto:Shanin.Barrion@ventura.ca.gov">Shanin.Barrion@ventura.ca.gov</a>
Address	VCSO FSB CIO Shanin Barrion 800 South Victoria Avenue Ventura, CA 93009
<b>CONTACT PERSONS-OVERALL PROJECT</b>	
Name (Main POC)	Shanin Barrion, Supervising Forensic Scientist
Email	<a href="mailto:Shanin.Barrion@ventura.ca.gov">Shanin.Barrion@ventura.ca.gov</a>
Name (Technical Leader)	Suzette Sanders, Supervising Forensic Scientist/Technical Leader
Email	<a href="mailto:Suzette.Sanders@ventura.ca.gov">Suzette.Sanders@ventura.ca.gov</a>
Name (Invoicing)	Graciela Zamora, Senior Accountant
Email	<a href="mailto:Graciela.Zamora@ventura.ca.gov">Graciela.Zamora@ventura.ca.gov</a>
<b>TURNAROUND TIME</b>	
	~25 cases/month
<b>TESTIMONY</b>	
Fee	List price

Suzette

Sanders

Digitally signed by: Suzette Sanders  
DN: CN = Suzette Sanders C = US  
OU = Technical Leader  
Date: 2023.01.13 17:20:44 -07'00'  
Reason: I am approving this document

Unit Pricing	Unit Price
<b>Sexual Assault Kit Testing</b>	
<p>SAK - Negative case. Unit price includes up to four (4) evidentiary samples contained within the SAK will be extracted and quantified. Unless the victim is less than 12 year old, in which case all evidentiary samples in the SAK will go through at least the inaction and quantification portion of testing. No samples proceed to STR typing.</p>	\$895.00
<p>SAK - Single Assailant case. Positive for male DNA. Unit price includes up to four (4) evidentiary samples contained within the SAK will be enacted and quantified. Unless the victim is less than 12 year old, in which case all evidentiary samples in the SAK will go through at least the extraction and quantification portion of testing. Includes SIR testing of up to two (2) evidentiary samples and one (1) reference sample.</p>	\$1,195.00
<p>SAK - Multiple Assailant case. Positive for male DNA. Unit price includes up to four (4) evidentiary samples contained within the SAK will be extracted and quantified. Unless the victim is less than 12 year old, in which case all evidentiary samples in the SAK will go through at least the extraction and quantification portion of testing. Includes SIR testing of up to three (3) evidentiary samples and up to two (2) reference samples for multiple assailant cases, single assailant cases with consensual partner and any case where the victim is incapable of describing the event.</p>	\$1,545.00



<b>Forensic DNA Testing - Additional items</b>	
Additional reference samples submitted after case is reported.	\$805.00
Testimony. Includes daily fees plus travel expenses	Addl days: \$2000/day plus travel expenses

**RFP No. 6101**  
**"Non-Collusion Affidavit"**

State of California     )  
County of Ventura ss.

Michael Cariola     ), being first duly sworn, deposes and says that he or she is (Owner) of Bode Cellmark Forensics, Inc. (Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the offeror or any other offeror, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the offered contract; that all statements contained in the proposal are true; and further, that the offeror has not , directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

6/2/2023  
(Date)

Fairfax, Virginia  
(Signed at (Place))

Bode Cellmark Forensics, Inc.  
Offeror Name  
(Person, Firm, Corp.)

  
Authorized Representative

10430 Furnace Road, Suite 107  
Address

Michael Cariola  
Representative's Name

Lorton, VA 22079  
City, State, Zip

CEO/President  
Representative's Title

Attachment B

COUNTY OF VENTURA

**#6101 DNA TESTING SERVICES (2021 BJA SERVICE PROCUREMENT – VCSO)**

**CERTIFICATION REGARDING LOBBYING**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 20 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Bode Cellmark Forensics, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Michael Cariola, CEO/President

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

6/2/2023

\_\_\_\_\_  
Date

## **FEDERAL TERMS AND CONDITIONS ACKNOWLEDGEMENT**

### **1. FEDERAL TERMS**

This purchase is funded by Federal money through a grant. Federal terms are not negotiable. Contractor agrees to comply with the terms required by the granting agency BJA (Bureau of Justice Assistance) and DOJ (Department of Justice).

### **2. EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.4, Contractor shall agree as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an

investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4. **FEDERAL GRANT RECIPIENTS, SUB RECIPIENTS, CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY**

Federal Grant recipients, sub recipients, Contractors and subcontractors shall comply with 2 C.F.R. §200.322, Domestic preferences for procurements.

Federal Grant recipients, sub recipients, Contractors and subcontractors shall comply with 2 C.F.R. §200.323, Procurement of recovered materials.

Federal Grant recipients, sub recipients, Contractors and subcontractors shall comply with the provision at Federal Acquisition Regulation (FAR) to implement the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) (Pub. L. No. 115-232 [2018]) Section 889 (b)(1) – Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.

5. **CONTRACTS**

Contracts for more than the federal Simplified Acquisition Threshold (SAT), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of the federal Micro-Purchase Threshold (MPT) must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

6. **DEBARMENT AND SUSPENSION**

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7. **APPENDIX II TO PART 200 – CONTRACT PROVISIONS**

Contractor shall comply with applicable provisions of Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards of the Code of Federal Regulations

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

Contractor must file with county, the certification required by 31 U.S.C. 1352. Each tier certifies to the tier above that Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose to county any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

9. **CHANGES**

Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract and shall be mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

10. **ACCESS TO RECORDS**

The Uniform Rules provide that DOJ, DHS (Department of Homeland Security) Office of Inspector General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the NFE (Non-Federal Entity) which are pertinent to the DOJ award, in order to make audits, examinations, excerpts, and transcripts. 2 C.F.R. § 200.336; DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (Dec. 4, 2013).

(2) A NFE must acknowledge and agree—and require any Contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (Dec. 4, 2013).

11. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**



DOJ grant funds will be used to fund this contract along with the requirement that Contractor will comply with all applicable Federal law, regulations, executive orders, and DOJ policies, procedures, and directives.

**12. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to County, Contractor, or any other party pertaining to any matter resulting from the contract. Program Fraud and False or Fraudulent Statements or Related Acts.

**13. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Bode Cellmark Forensics, Inc.  
Company

  
\_\_\_\_\_  
Signature

Michael Cariola  
Name

6/2/2023  
Date

## **FEDERAL GRANT REQUIREMENTS ACKNOWLEDGEMENT**

### **2 C.F.R § 200.327 and 2 C.F.R. Part 200, Appendix II— Required Contract Clauses**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.

The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR

part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **§ 200.323 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

#### **§ 200.322 Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:


(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **§ 200.327 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

Bode Cellmark Forensics, Inc.  
Company

  
Signature

Michael Cariola  
Name

6/2/2023  
Date