

STATE OF SOUTH CAROLINA

CONTRACT FOR PROFESSIONAL SERVICES

COUNTY OF RICHLAND

THIS CONTRACT is entered into this 16TH day of MAY, 2018, between the City of Columbia (hereinafter called the "City") and TranslateXpress, Inc. (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide services to the City as specified in Exhibit A, TranslateXpress, Inc. Technical Proposal for fiscal years (FY) 2018-2019;

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Consultant and the Consultant hereby agrees to perform the following services to the City:

- Translation of CDBG Disaster Recovery Action Plans and Amendments, public notices, and program documents from English into Spanish - all projects will be formatted in Microsoft Word.
- When advance notice is given, Consultant translators will format or insert text following the instructions given via email by City.
- Consultant agrees to honor deadlines and communicate with advance notice if there are any questions in document nuances or extension requests.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in paragraph 1 above. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Consultant determines is most effective and efficient without any City control over the details of Consultant's performance. Nothing in this contract shall prohibit the City and Consultant from entering into separate agreements for specific projects.

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire one (1) year after the signature date with two (2) one-year renewal options, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will pay Consultant for services rendered as follows, up to but not exceeding Twenty-Five Thousand and No/100 Dollars (\$25,000.00):

- 12¢ per word for standard documents (final number of words in Spanish)
- 12¢ per word for technical document translations (final number of words in Spanish)

Consultant shall submit invoices monthly to the City for payment.

5. DUTIES UPON TERMINATION

At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by the Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. *Anything of value* includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and

the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the Consultant, City will notify Consultant as soon as practicable of such request.

8. ACCESS TO RECORDS

The Consultant shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract. All requests for access to Consultant's records shall be made in writing.

9. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. AMENDMENTS

The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, Appendix A, Scope of Services, Appendix B, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written Amendment signed by both parties.

11. ASSIGNABILITY/SUB-CONSULTING

The Consultant shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its sub-Consultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and cause each of its sub-Consultants to furnish all information and reports required hereunder.

12. INDEPENDENT CONSULTANT

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment

compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

13. BREACH / WAIVER

The failure of either the Consultant or the City to insist upon the strict performance of any provision of the Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Agreement shall not constitute waiver of a subsequent breach.

14. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the possession of the City.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant and the City may withhold any payments to the Consultant until such time as the exact amount of damages due to the City from the Consultant is determined.

15. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

16. INTEREST OF CONSULTANT

The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Contract no person having such interest shall be employed.

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

17. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. SPECIAL CONTRACTUAL PROVISIONS APLICABLE TO CDBG-FUNDED WORK

The Consultant acknowledges that some or this entire Contract may be funded with Community Development Block Grant (CDBG) funds, thereby imposing certain specific requirements upon the Consultant. The Consultant hereby agrees to and is bound by the special contractual provisions, where applicable, attached to this Contract as Exhibit B, which provisions are incorporated into this Contract.

19. LICENSES, PERMITS AND TAXES

The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under the Agreement. The Consultant shall be responsible for any costs relating to same.

The Consultant shall procure and maintain a City of Columbia business license while performing services under the Agreement.

20. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

21. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

22. COMPLIANCE WITH LOCAL LAWS

The Consultant shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

23. PERSONNEL

All of the services required hereunder shall be performed by the Consultant and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Consultant represents that Consultant has, or will secure at Consultant's own expense, all personnel required in performing the services under the Contract.

24. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Consultant may amend the Agreement.

25. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina and Richland County, South Carolina.

IN WITNESS WHEREOF, the City and the Consultant have entered into this Agreement as of the date first above written.

TranslateXpress, Inc.

BY: FRANK SARKIS

TITLE: MANAGING DIRECTOR

DATE: 5-16-2018



CITY OF COLUMBIA

BY: Cheresa Wilson

TITLE: City Manager

DATE: 6/11/2018

APPROVED AS TO FORM

Legal Department City of Columbia, SC 6

**CONTRACT FOR SERVICES
TRANSLATEXPRESS, INC.**

EXHIBIT A, TECHNICAL PROPOSAL



P R E M I E R T R A N S L A T I O N S E R V I C E S

- ORIGINAL -

A PROPOSAL SUBMITTED BY

TRANSLATEXPRESS

Technical Proposal

Written Translation Services – Localization Services



Community Development Department
1225 Lady Street, Suite #102, P. O.
Box 147, Columbia, SC 29217 Office
Phone: 803-545-3373

City of Columbia

Request For Proposal

For

Written Translation Services - Localization

Release Date:	05/03/2018
Due Date:	05/09/2018

For additional information, please contact:
Frank Sarkis, Vendor, 626-921-4603

Company Name TranslateXpress, Inc. Contact Person Frank Sarkis
Address 440 E Huntington Dr. Suite 333 City Arcadia State CA Zip 91006
Telephone (626) 921-4603 Fax (310) 388-1203 Federal Tax ID No. 95-4774514
E-mail: fsarkis@translateexpress.com
Print Name & Title Frank Sarkis, Manager

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P R E M I E R T R A N S L A T I O N S E R V I C E S

May 8, 2018

RE: RFP

TranslateXpress is pleased to provide the enclosed qualifications and proposal for the above referenced RFP.

After careful review of the Request for Proposal, we are very confident that we are fully equipped to meet all the demands of this Proposal, as we have done successfully for many cities and governmental agencies across the U.S. since 1999.

Similar experience - TranslateXpress has provided written translations to various cities for the past 18 years. We have always produced for them the desired quality output, which have earned us their confidence, trust and repeat business.

We have demonstrated our capability to translate and deliver accurate quality translations from English into Spanish. Our TEP (Translation, Editing and Proofreading) approach to every order request and every document we translated have ensured top quality translations in the desired format/layout in a timely manner, as evident from the reviews and feedbacks we received from the various City reviewers and client managers.

I am confident that our team and expertise would allow us to be uniquely qualified to be the best match to handle the demands and translation needs of the City of Columbia.

With our team and my involvement as the Manager and point of contact with the City, we are certain that we can provide project deliveries of the highest quality.

I understand the importance of providing culturally accurate translations to the local community. That has been and will continue to be our major objective.

Please feel free to contact me for additional information and I will be glad to answer any questions you might have.

Best Regards,

Frank M. Sarkis, Manager

Celebrating 18 years – Since 1999

Translation/Localization Services

TranslateXpress, Inc.

440 E Huntington Dr. Suite 333, Arcadia, CA 91006

Office: (626) 921-74603, Fax: (310) 388-1203

fsarkis@TranslateeXpress.com

BUSINESS DESCRIPTION

> Service Category

Written Translation

Since 1999, TranslateXpress has strived to provide the best translation services to the public and private sectors alike. For the past 18 years, we have been proud to be play a role in reducing the barriers-to-entry among cultures and communities.

We understood since the inception of our company that translation is an art, a skill that is acquired through hard work and nurtured with care and years of experience.

Every project and every document we receive is handled with the extreme care it deserves, while always keeping the client's needs and the recipients of the material to be translated in mind.

> Services provided

> TEP:

- Translation
- Editing
- Proofreading

> Desktop Publishing (DTP) / Typesetting / Layout

> Turnaround Time - Processing Time

Turnaround times typically would depend on the subject matter, content and volume of the documents being translated.

We are confident that we can meet the 7-14 day turnaround time stated in the RFQ. Depending on the volume requested, some documents can even be delivered within 48 hours if needed.

All deliveries include TEP (Translation, Editing and Proofreading).

Our Proven Record of Processing Time:

Since 1999, we have translated and delivered over 35000 documents within a time frame that was acceptable and to the satisfaction of various City managers.

Company Background and References

TranslateXpress has an extensive experience translating a vast array of written materials into Spanish. In our 18 years history, we have had an excellent translation record translating from English into various languages, mainly Spanish. The various written materials and subject matters handled are presented in detail in the sections below.

> Company Profile

Company Ownership

- Founded in May 1999
- Incorporated in Delaware
- Date of Incorporation: January 26, 2000
- Type of Corporation: S Corporation

Company Background

Since its inception in 1999, TranslateXpress had one main goal in mind, delivering quality translations to our valued clients.

With over 18 years of commitment in providing quality translation services, TranslateXpress has earned the trust of many satisfied clients, from the public and private sectors alike.

We always believed that the client comes first, as it is evident in the level of satisfaction of our customers and their repeat business. Their feedback and continued business have validated our belief that if quality comes first, the



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client's success and ours are ensured.

TranslateXpress has established, tested and highly qualified translators, proofreaders, editors and DTP/Layout specialists that can handle all your documents and various translation needs, regardless of their content, level of difficulty, size and format they are in.

We are very proud that we have been able to serve our clients for nearly 2 decades.

PROJECT WORKFLOW - THE 7 STEP APPROACH

Preparation

Translation manager analyzes source files, allocates translators, then a phase for terminological research, glossary creation and memories check is started by a senior linguist.

Translation

Translation process starts with our qualified team. This phase involves checking translation and terminology management. Memories are updated and consistency between team members is assured. Translator can benefit from our qualified support team of technical and linguistic background.

Editing

A careful revision is undertaken to ensure correct understanding of the project data, source language and content. A thorough process of terminology verification is undertaken. Editing is done by comparing both source and target languages.

Proofreading

Translation is proofread and reviewed by our experienced specialists. Spelling, grammar and syntax check is a key step in our work. To make sure that every phase in the project is executed properly, all team members must fill in a completion checklist.

DTP (Desktop Publishing)/Layout

Whether we receive flyers, brochures, user guides or manuals for translation, our skilled team of Desktop Publishers/Layout Specialists will use the most cutting-edge DTP/layout tools to return them to you in the same format as the original.

Communication

Project Manager acts as a single point of contact. He is your connection to our company, keeping you up to date on a regular basis and resolving any problems and queries.

Internally, he serves as the information interface between all parties involved in the project, and coordinates between them.

Post Project

Project Manager leads a thorough post-project analysis in participation with all team members involved. Everything that will increase the efficiency of future projects will be noted so we can continually provide you with a better service as our partnership develops. Finally, proper archiving procedures according to company methodology are implemented.

QUALITY ASSURANCE

- ✚ We care and take pride in our QUALITY. We carefully screen our translators, editors and proofreaders to ensure that they have the experience and education to deliver quality translated documents.
- ✚ TranslateXpress uses only native-language translators, which ensures correct grammar and cultural meaning.
- ✚ We take great care to ensure that the documents are culturally correct, as we always keep in mind the target audience of the translated material.
- ✚ All documents are translated by a highly qualified translator, then carefully edited and proofread by another team of qualified linguists. This ensures culturally accurate and quality translations of the highest level.
- ✚ We are so confident that we will provide you with the best translation services that we guarantee your satisfaction.

Desktop Publishing (DTP)/Layout (Brief profile)

TranslateXpress has over 18 years of extensive experience in DTP/Layout. Our team of DTP experts work with the industry's latest DTP/Layout tools to ensure that the translated materials are delivered with the same look and feel as the English source files we received from our clients. We have delivered thousands of quality finished translations, including, brochures, flyers, press releases and much more to many satisfied clients.

Desktop Publishing (DTP) / Layout Technical Capabilities Summary Sheet

Technical Capabilities Summary Sheet	DTP Services	Document Types
	<ul style="list-style-type: none"> Formatting Conversions Typesetting Font Matching Text Design Graphic Placement / Image Placement Style matching Template matching 	<ul style="list-style-type: none"> Brochures Catalogs Charts Design Documents Educational Material Flyers Guidelines Guidebooks Instruction Sheets Manuals Posters Presentations Procedures Public Announcements Publications Press Releases User Guides Websites, Webpages & Web Contents
	Supported Applications	
	<ul style="list-style-type: none"> QuarkXPress Frame Maker InDesign OCR Tools Office (All applications) PageMaker PDF/Word Conversion Websites (htm, html, Xml, PHP etc..) 	

***A complete list is available upon request.**



P R E M I E R T R A N S L A T I O N S E R V I C E S

- ORIGINAL -

A PROPOSAL SUBMITTED BY

TRANSLATEXPRESS

Cost Proposal

Written Translation Services



TRANSLATION FROM ENGLISH TO SPANISH			
DOCUMENT	COST/WORD	COST/PAGE	TURNAROUND TIME
Action Plans and Amendments	12 cents/word	n/a - included for Word documents	7-14 days within 48 hours for smaller documents
Public Notices	12 cents/word	n/a - included for Word documents	7-14 days within 48 hours for smaller documents
Miscellaneous Content	12 cents/word	n/a - included for Word documents	7-14 days within 48 hours for smaller documents
<i>Total</i>	n/a	n/a	n/a

LANGUAGE TRANSLATION COST PROPOSAL	
Contact Name:	Frank Sarkis
Title:	Manager
Phone Number:	626-921-4603
E-Mail Address:	fsarkis@translateexpress.com
Vendor Name:	TranslateXpress, Inc.
Mailing Address:	713 West Duarte Road Suite G-324, Arcadia, CA 91007

ATTENTION: Community Development Department
 Attn: Gloria Saeed, Director
gjsaeed@columbiasc.net
 1225 Lady Street, Suite #102
 Columbia, S.C. 29201

Prices listed above include Translation, Editing and Proofreading.

Other fees (miscellaneous fees)

Languages	Minimum Fee	Rush Orders
Spanish	No Minimum Fee	No Rush Order Fee

Rush fees: We do not have a Rush fee for Rush orders. Same regular rates would apply.

Minimum Fee per Order: We will not have a minimum fee per order. Same regular rates would apply.

**CONTRACT FOR SERVICES
TRANSLATEXPRESS, INC.**

**EXHIBIT B
CONTRACT PROVISIONS UNDER FEDERAL AWARDS
(2 CFR 200)**

2 CFR 200

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Appendix II—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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 \$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.
- 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.”
- 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.
- 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.

- 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.
- 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).
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 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 government-wide Excluded Parties List System 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.” The Excluded Parties List System in SAM 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.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more 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.