



**OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, SHIPPING PAPERS AND
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO
839022

DATE
10/17/2012
F.O.B. POINT

PURCHASE ORDER NO.
183260 - 000- OP
REQUISITION NO.
00105231 O8

JAD Software
298 Hagey Blvd 1st Fl
West Entrance
Waterloo ON N2L 6R5

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Cook County State's Attorney - MIS
69 W Washington St Ste 900
Chicago IL 60602

DELIVERY INSTRUCTIONS
LEAN MAK/OGAREK 312-603-4651
69 W. WASHINGTON, STE 930 CHGO

DEPT NO	Page 1 of 1
6360801	

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
5.00	COMPUTER SOFTWARE ONE (1) ITEM # IEFV5-SE - INTERNET EVIDENCE FINDER STANDARD EDITION TO INCLUDE (INCLUDES 30 DAYS OF SOFTWARE MAINTENANCE & SUPPORT) (10LE LAW ENFORCEMENT DISCOUNT ON LICENSES(10%)\$99.00	1.00 EA	899.1000	899.10	6360801.560451.100
6.00	MAINTENANCE ONE (1) # IEFV5-SMS (S)ANNUAL ANNUAL SOFTWARE MAINTENANCE & SUPPORT PER LICENSE (SMS) 3 YRS. (10LE(LAW ENFORCEMENT DISCOUNT ON SMS(10%)\$89.70 PRICE INCLUDES SHIPPING AND IN HOUSE DELIVERY TO: COOK COUNTY STATE'S ATTORNEY LEAN MAK/PEG OGAREK, MIS DEPT. 69 W. WASHINGTON, SUITE 930 CHICAGO, IL 60602 312-603-4651 JAD SOFTWARE QUOTE#-6314	1.00 EA	807.3000	807.30	6360801.560451.100
7.00	SHIPPING	.00 JB	.0000	25.00	6360801.560451.100
***** Total Order *****				1,731.40	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

<p>RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)</p> <p>I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.</p> <p>Authorized Signature: _____ Date: _____</p>	<p>I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.</p> <p>PURCHASING AGENT Date: _____</p> <p><i>Maria...</i> 11/14/12BR</p>
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81 Bk New

Purchase Requisition

Office of the Purchasing Agent
Cook County of Illinois

Purchase Order Number

183260

Requisition # O8 105231 Contract #

Open Date

Ship To: 8002125 Cook County State's Attorney -
69 W Washington St Ste 90
Chicago IL 60602

Delivery Instructions:
LEAN MAK/OGAREK 312-603-4651
69 W. WASHINGTON, STE 930 CHGO

Supplier: 839022 JAD Software
298 Hagey Blvd 1st Fl
West Entrance

Buyer Number 724150 Supervisor 40
Bid/Sole Src Code SSP
Business Unit 6360801
Internal Req Number 26360101
Board Apr Date & Item
Requisition Date 8/13/2012
Date Needed 8/13/2012

One Time Purchase Yes No Covers Need for _____ months. Specific Period of time _____ thru _____ Prior Contract No. _____ Expiration Date _____ Emergency No. _____

Line #	Commodity	Description	Bal. on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
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1.000	209	COMPUTER SOFTWARE.	< >	1.00	EA	1,731.4000	1,731.40	6360801.560451.100
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ONE (1) ITEM # IEFV5-SE - INTERNET EVIDENCE FINDER STANDARD EDITION TO INCLUDE
 ONE (1) # IEFV5-SMS (S)ANNUAL ANNUAL SOFTWARE MAINTENENCE & SUPPORT PER LICENSE (SMS) 3 YRS.
 PRICE INCLUDES SHIPPING AND IN HOUSE DELIVERY TO:
 COOK COUNTY STATE'S ATTORNEY
 LEAN MAK/PEG OGAREK, MIS DEPT.
 69 W. WASHINGTON, SUITE 930
 CHICAGO, IL 60602
 312-603-4651

Total of Items Ordered 1,731.40

RECEIVED
OFFICE OF THE
PURCHASING AGENT
2012 OCT -4 AM 8:36
TIME KEEPER

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

ACCT # _____

DATE _____ BY _____

REQUISITIONER

BUREAU or DEPARTMENT HEAD

05



Cook County Office of the Purchasing Agent

Sole Source Justification

General Information	Date: 10/03/2012
Unit/Department: 636 – State’s Attorney’s Office	Phone No. 312-603-1860
Contact Name: Robert Ryan	Email Robert.ryan@cookcountyil.gov

Vendor Information	Requisition No. 26360101
Name: JAD Software	Purchase Order No.
Address: 298 Hagey Blvd., 1 st Floor Waterloo, Ontario, Canada, N2L6R5	Contract No.

Description. Please provide a description of the goods or services required, the duration or frequency of the requirement, and where will the services or goods be delivered.
Internet Evidence Finder Software

Type. Please select one of the options and explain below.
<input type="checkbox"/> Single Source <input checked="" type="checkbox"/> Proprietary/Copyright Restrictions <input type="checkbox"/> Equipment Compatibility <input type="checkbox"/> Patented Product <input type="checkbox"/> Exclusive or Unique Capability <input type="checkbox"/> Other, please explain
Explanation: Why is this product or service the only one that would satisfy the requirement(s)? The Internet Finder Software is a forensic software that can recover content from social networking communications, instant messenger chat histories and other online communications.

Due Diligence. Describe the due diligence performed that led to the conclusion that this is a sole source.
JAD Software is the Sole Source Designer and Manufacturer of the Internet Finder Software. No other organization offers this application for the recovery of Internet Artifacts. This purchase is fully funded by the Internet Crimes against Children Grant.

Department Recommendation	
Requestor: <i>Robert Ryan</i>	Date:
Department Head: <i>[Signature]</i>	Date:

Purchasing Agent Approval	
Signature: <i>[Signature]</i>	Date: 11/14/12



OFFICE OF THE STATE'S ATTORNEY
COOK COUNTY, ILLINOIS

ANITA ALVAREZ
STATE'S ATTORNEY

69 W. WASHINGTON, SUITE 3200
CHICAGO, ILLINOIS 60602
PHONE: (312) 603-1880

August 13, 2012

Maria de Lourdes Coss
Office of the Purchasing Agent
County of Cook
118 N. Clark, Room 1018
Chicago, Illinois 60602

Dear Ms. Coss:

Please accept this letter of explanation of sole source requisition # 26360101 System # O8 105231 to purchase software from JAD Software Inc. Internet Evidence Finder (IEF) is a computer forensics product that can recover content from social networking communications, instant messenger chat histories, popular webmail applications, web browsing history, peer to peer sites and other online communications. This software is designed only for this purpose. To be used for the State's Attorney's Internet Crimes Against Children department.

JAD Software Inc. is the sole source provider; I have enclosed a sole-source letter. This software is fully funded by the Internet Crimes Against Children Grant.

I am requesting a purchase order in the amount of \$1,731.40. If you have any questions please call me at 312-603-1860. Thank you in advance for your cooperation.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Robert E. Ryan Jr." with a stylized flourish at the end.

Robert E. Ryan Jr.
Director of Purchasing//Operations



Sole Manufacturer Letter

To Whom It May Concern,

This letter serves to notify you that JADsoftware Inc. is the sole manufacturer of the Internet Evidence Finder® software used for recovering Internet artifacts from data contained on hard drives and in individual files. No other organization offers our unique Internet Evidence Finder® application.

Warmest regards,

Lesley Bezpaly
Manager, Customer Experience
JADsoftware Inc.



QUOTE

May 18, 2012
Quote#11-6314

JADsoftware Inc.
295 Hagey Blvd
1st Floor, West Entrance
Waterloo, Ontario N2L 6R5
Canada

Phone: 519-342-0195
Fax: 519-772-3908
Email: sales@jadsoftware.com

To:
Brian Leal
Palatine Police Department
595 N. Hicks
Palatine, Illinois USA
60067

Qty	Item #	Description	Unit Price	Discount	Line Total
1	IEFv5-SE	Internet Evidence Finder Standard Edition (Includes 30 days of software maintenance & support)	\$999		\$999.00
1	10LE	Law Enforcment Discount on Licenses (10%)		\$99.90	
1	IEFv5-SMS (S)	Annual Software Maintenance & Support Per License (SMS) (Recommended) 3 years	\$897		\$897.00
1	10LE	Law Enforcement Discount on SMS (10%)		\$89.70	
			Total Discount	\$189.60	\$1,896.00

Please note:

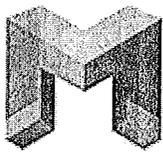
To purchase online please go to
www.jadsoftware.com/buynow and enter discount code 10LE
at the final check out page

Quotes are valid for 30 days from quotation date

Subtotal	\$1,706.40
Sales Tax	
Shipping	\$25.00
Total (\$USD)	\$1,731.40

Thank you for your business!

Accepted Payment Methods include: Credit Card, PayPal, Wire Transfer, and Check



MAGNET FORENSICS

formerly JADsoftware

Company Address 295 Hagey Boulevard
Waterloo, ON N2L 6R5
CA

Created Date 24/10/2012
Expiration Date 16/11/2012
Quote Number 00001787
Discount Code 10le

Prepared By Jaime Hauseman
Email jaime.hauseman@magnetforensics.com

Bill To Name Palatine Police Department
Bill To
United States

Ship To Name Palatine Police Department
Ship To
United States

Product	List Price	Sales Price	Quantity	Total Price
IEF Standard Edition with 3 years SMS	\$1,896.00	\$1,896.00	1.00	\$1,896.00

Subtotal	\$1,896.00
Discount	10.00%
Total Price	\$1,706.40
Tax	\$0.00
Shipping and Handling	\$25.00
Grand Total (USD \$)	\$1,731.40

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807.30+M
25*x
1=-
25.00+M
1,731.40*M
0.*

Thank you for the opportunity to earn your business.

to purchase online, please visit <http://store.magnetforensics.com>
Payment Methods Include: Credit Card. PayPal. Wire Transfer and Check

BID TABULATION

BID NAME: COMPUTER SOFTWARE																
BID NUMBER: 105231																
BID OPENING DATE: Wednesday, October 17, 2012																
BID OPENING TIME: 10:00AM																
BUYER NAME: BRENDA BEARD																
							VENDOR #1:									
							JAD SOFTWARE									
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE											
1	Computer Software one (1) item # IEFV5-SE - Internet Evidence Finder Standard Edition to Include. (Includes 30 days of software maintenance and support.	1.00	EA	\$899.10	\$899.10											
2	Maintenance one (1) # IEFV5 SMS (S) Annual Software Maintenance & Support Per License (SMS) 3 years (IOLE) (Law Enforcement Discount on SMS) (10%).	1.00	EA	\$807.30	\$807.30											
3	Shipping	0.00	JB	\$0.00	\$25.00											
					\$1,731.40											

Cook County 2011 Federal Clauses

1.1 Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

1.2 False or Fraudulent Statements and Claims

(1) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

1.3 Federal Interest in Patents

(1) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(2) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof.

Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

1.4 Federal Interest in Data and Copyrights

(1) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(2) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(3) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(a) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(b) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(4) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than

limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(5) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(6) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(7) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

1.5 Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

1.6 Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(1) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(2) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(3) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(4) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(5) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

1.7 No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

1.8 Cargo Preference-Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

1.9 Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

1.10 No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

1.11 Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are

less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

1.12 Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (1) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (2) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (3) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

1.13 Termination for Convenience

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

1.22. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

1.23. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

1.24. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to

the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

1.25. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

1.26. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.