

AMENDMENT TO AGREEMENT

This Amendment to Agreement, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through its **LOUISVILLE METRO DEPARTMENT OF PUBLIC HEALTH AND WELLNESS**, hereinafter referred to as "**METRO GOVERNMENT**" or "**METRO**" and **HOLDEN HUNTZINGER**, herein referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, Contractor and the Metro Government entered into a Contract concerning supporting policy work for Metro's COVID-19 response; and

WHEREAS, the parties wish to amend the Agreement by increasing its not-to-exceed amount, its duration, and by adding terms now required to appear in the Agreement by Kentucky law;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

Section I. That Agreement Section II, Fees and Compensation, Subsection A, is hereby amended to read as follows:

Contractor shall be reimbursed for professional services rendered according to the terms of this Agreement in an amount equal to **TWENTY-FIVE DOLLARS (\$25.00)** per hour. Total compensation payable to Contractor for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **THIRTY-SIX THOUSAND DOLLARS (\$36,000.00)**.

Section II. That Agreement Section III, Duration, Subsection A is hereby amended in its entirety to read as follows:

A. This is a professional service contract which shall begin July 1, 2021 and

shall continue through and including June 30, 2022.

Section III. That, as required by Kentucky law, there are hereby added to the Agreement the following sections:

XIX. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein;

or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of

employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XX. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWThe

Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

Section IV. All other terms and conditions as set forth in the Agreement and the Amendments thereto shall remain in full force and effect as if fully set out herein.

**APPROVED AS TO FORM
AND LEGALITY PENDING METRO
COUNCIL APPROVAL OF THE
APPROPRIATION TO FUND
THIS CONTRACT:**

DocuSigned by:
Paul Rutherford
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

DocuSigned by:
Sarah Moyer
DR. SARAH S. MOYER
M.D., MPH, DIRECTOR,
DEPARTMENT OF
PUBLIC HEALTH AND WELLNESS

Date: 11/30/2021

Date: 11/30/2021

HOLDEN HUNTZINGER

By: *Holden Huntzinger*

Title: Contractor

Date: 11/30/2021

Taxpayer Identification No.
(TIN): _____

Louisville/Jefferson County
Revenue Commission Account
No.: _____



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**



Department	Public Health and Wellness	Department Contact	Taylor Ingram
Contact Email	Taylor.Ingram@louisvilleky.gov	Contact Phone	812-595-1495

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	✓	✓	✓	
Sole Source (goods/services)				
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	07/01/2021	06/30/2022		

VENDOR INFORMATION

Vendor Legal Name	Holden Huntzinger				
DBA	N/A				
Point of Contact	Self	Email	holdenhuntzinger@yahoo.com		
Street	630 N Adams St.				
Suite/Floor/Apt		Phone	(908) 619-9697		
City	Ypsilanti	State	MI	Zip Code	48197
Federal Tax ID#		SSN# (If sole proprietor)	137-98-5390		
Louisville Revenue Commission Account #					
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable					

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$36,000		(including reimbursement expenses, if applicable)		
Fund Source: General Fund					
Federal Grant	✓	Federal Granting Agency	ARP		
Other		Describe:			
Account Code String #	2210	605	2301	489308	521301
Payment Rate	\$25.00	per hour		per day	per service
		per month		Other	
Payment Frequency	✓	Monthly		Upon Completion / Delivery	
		Quarterly		Other	



Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form

CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

Amendments: Describe the circumstances under which a time extension or scope change is needed.

New: Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

LMPHW staff needs additional help with the Policy and Planning Section, as we have had to put on hold objectives and deprioritize existing projects in order to complete what is highest priority. We need additional staff to help us complete plans, identify mobile sites, and improve our existing processes.

Holden will work up to 30 hours per week at \$25 per hour. We'd like to extend this contract through the rest of FY22 and increase the amount needed to cover the expected hours.

JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

LMPHW staff have been operating at maximum capacity and we continue to need additional resources to manage the additional work that COVID-19 has brought in addition to ongoing responsibilities. Timing-wise, we need to be able to hire supplemental, qualified staff immediately.

Mr. Huntzinger has been working with LMPHW for a while now and has proven to be efficient and effective in the planning section.

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director Connie S Mendel Date November 11, 2021
Signature Connie S Mendel

Purchasing Director Joel Neaveill Date 11/29/2021
Signature B4B46603FB3A42D...

Joel Neaveill



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**

Department	Public Health and Wellness	Department Contact	Taylor Ingram
Contact Email	Taylor.Ingram@louisvilleky.gov	Contact Phone	812-595-1495

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	✓			
Sole Source (goods/services)				
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	07/01/2021	11/30/2021		

VENDOR INFORMATION

Vendor Legal Name	Holden Huntzinger				
DBA	N/A				
Point of Contact	Self	Email	holdenhuntzinger@yahoo.com		
Street	630 N Adams St.				
Suite/Floor/Apt		Phone	(908) 619-9697		
City	Ypsilanti	State	MI	Zip Code	48197
Federal Tax ID#		SSN# (If sole proprietor)	137-98-5390		
Louisville Revenue Commission Account #					
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable					

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$18,000		(including reimbursement expenses, if applicable)		
Fund Source: General Fund					
Federal Grant	✓	Federal Granting Agency	ARP (cost center not established yet)		
Other		Describe:			
Account Code String #	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Payment Rate	\$25.00	per hour		per day	
		per month		Other	
Payment Frequency	✓	Monthly		Upon Completion / Delivery	
		Quarterly		Other	



Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form

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Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

LMPHW staff have been operating at maximum capacity and we continue to need additional resources to manage the additional work that COVID-19 has brought in addition to ongoing responsibilities. Timing-wise, we need to be able to hire supplemental, qualified staff immediately.

Mr. Huntzinger has been working with LMPHW for a while now and has proven to be efficient and effective in the planning section.

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director Connie Mendel Date June 29, 2021

Signature Connie Mendel
Printed Name

Purchasing Director Date 8/5/2021

Signature
Joel Neaveill

SMALL PURCHASE AGREEMENT

THIS SMALL PURCHASE PROFESSIONAL SERVICE AGREEMENT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, through its **DEPARTMENT OF PUBLIC HEALTH & WELLNESS** herein referred to as “**METRO GOVERNMENT**”, and **HOLDEN HUNTZINGER** with offices located at 630 North Adams Street, Ypsilanti, MI 48197 herein referred to as “**CONTRACTOR**”,

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to supporting policy work for the COVID-19 response and

WHEREAS, the Contractor has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Contractor shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Contractor’s work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. Contractor, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Contractor. However, such use must be documented in the invoice submitted for those services rendered.

C. If from time to time Contractor needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement,

then Contractor shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

D. The services of Contractor shall include but not be limited to the following: Provide additional resources to manage additional work brought on by the COVID-19 pandemic in addition to ongoing responsibilities.

II. FEES AND COMPENSATION

A. Contractor shall be reimbursed for professional services rendered according to the terms of this Agreement in an amount equal to **TWENTY FIVE DOLLARS (\$25.00)** per hour. Total compensation payable to Contractor for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **EIGHTEEN THOUSAND DOLLARS (\$18,000.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered, and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third-party charges must be included with the Contractor's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Contractor's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Contractor shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Contractor, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. This is a professional service contract which shall begin July 1, 2021 and shall continue through and including November 30, 2021.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council

fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Contractor of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Contractor to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Contractor shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Contractor's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (without limitation): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital

items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. INSURANCE REQUIREMENTS

Insurance is not required for this agreement.

VII. HOLD HARMLESS CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Contractor agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. AUTHORITY

The Contractor, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XII. OCCUPATIONAL HEALTH AND SAFETY

Contractor agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of

1970, 29 U.S.C. 650 et. seq., as amended, and KRS Chapter 338. Contractor also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Contractor performs work under this Agreement. Contractor agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIII. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XIV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XV. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVI. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed

to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XVIII. REQUIRED FEDERAL TERMS Contractor shall comply with the federal terms attached hereto and fully incorporated herein as Attachment A.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

DocuSigned by:
Joel Neaveill
By: _____
B4B46603FB3A42D...

**JOEL NEAVEILL
PROCUREMENT DIRECTOR**

Date: 8/12/2021 _____

HOLDEN HUNTZINGER

DocuSigned by:
Holden Huntzinger
By: _____
D36A58D0DD3E4B4
CONTRACTOR

Date: 8/6/2021 _____

ATTACHMENT A

**LOUISVILLE METRO GOVERNMENT
REQUIRED FEDERAL CONTRACT TERMS**

Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Louisville Metro Government. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment

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 who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification:

Certification for Contracts, Grants, Loans, and Cooperative Agreements


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

- i. 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 Federal grant, the making of any Federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- ii. 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.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- iv. 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, Holden Huntzinger, 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.

DocuSigned by:

D36AF8D0D02E4B4

 Signature of Contractor's Authorized Official
 Holden Huntzinger Contractor

 Name and Title of Contractor's Authorized Official
 8/6/2021

 Date

Certification Regarding Telecommunications Services, Equipment and Systems.

Contractor certifies and confirms that no Services provided, supplied, installed or utilized under this Contract constitute telecommunications services, equipment or systems prohibited under the Uniform Guidance 2 C.F.R. 200.216. If Contractor later learns that prohibited telecommunications services, equipment or systems have been supplied, installed, or utilized under this Contract, Contractor shall immediately inform Louisville Metro Government in writing. Louisville Metro Government may treat such occurrence as an event of default under this Contract and Louisville Metro Government may require the Contractor to promptly replace such prohibited service, equipment and systems at the Contractor's sole cost or take such other actions.

Signature of Contractor's Authorized Official

Holden Huntzinger Contractor

Name and Title of Contractor's Authorized Official

8/6/2021

Date

Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Domestic preferences for procurements.

Louisville Metro Government strongly encourages 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) by contractors. (2 CFR § 200.322)

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.

Access to Records

Contractor agrees to provide the Purchaser, the United States granting agency, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the United States granting agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

Energy Conservation - The Contractor agrees to comply with 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. See KRS 45A.351.

- a. TITLE VI The Metro Government and Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et. seq.) and all implementing regulations and executive orders, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this bid or any contracting resulting from it on the basis of race, color, age, religion, sex, disability, or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this bid or resulting contract.
- b. ALL FEDERAL: Contractor's DUNS Number 117703177.
If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webform/displayHomePage.do>.

