

**SOUTHCENTRAL FOUNDATION PRIMARY CARE CENTER II WEST EXPANSION  
AND RENOVATION FF&E  
REVISIONS/AMENDMENTS TO  
AGREEMENT (A151-2019)**

**A. ADD FOLLOWING NEW SECTIONS TO AGREEMENT:**

**1. Conflict of Interest.** Vendor shall not refer work to itself or to any prohibited entity in violation of the Stark anti-kickback provisions of federal law. During the term of this Agreement, at any time and from time to time, Vendor agrees to immediately notify Owner's Contract Administrator of all situations that fall within the scope of these provisions. If any conflicts exist at the time of the execution of this Agreement, Vendor agrees to submit a separate attachment to this Agreement for approval.

**2. Lobbying.** The undersigned representative of Vendor certifies, to the best of his or her knowledge and belief, that:

**2.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, 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.

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

**2.3** Vendor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, or cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**3. Debarment.** Vendor hereby certifies that it, its principals, and, if applicable, its subcontractors are not suspended, debarred, or otherwise determined to be ineligible for award of contract by any federal, state, or other governmental body. During the term of this Agreement, Vendor further agrees to immediately notify Owner if it, its principals or any of its subcontractors, are suspended, debarred, or otherwise determined to be ineligible for award of contract, by any federal, state, or other governmental body.

**4. Americans with Disabilities Act.** All facilities must be constructed in compliance with the Americans with Disabilities Act, Public Law 101-336, and with the Uniform Federal Accessibility Standards ("UFAS").

**5. Federal Tort Claims Act.** To the extent that this Contract or any portion of it comes within the coverage of Public Law 101-512 and the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680, as implemented (the “FTCA”), all claims for damages by any person alleged to have been caused while carrying out this Agreement by the employees of Owner and/or its subsidiaries, servants, agents, representatives, affiliates, or contractors, including without limitation personal service contractors, shall be governed by the terms and to the extent provided by the FTCA, and such claims shall be made in accordance with 28 C.F.R. Part 14 and related laws.

**6. Liens.** Vendor, any of its subcontractors, suppliers, materialmen, and their agents, employees, servants, or subcontractors (collectively, “Subcontractors”) shall not permit the placing of any lien or any other encumbrance against any premises, work, or equipment as the result of Vendor’s failure to pay for all labor expended or equipment, supplies or materials used on the work under this Agreement. If any such lien or other encumbrance attaches, Vendor shall take immediate steps to have it removed or, ten (10) days after notice to Vendor, Owner shall have the absolute right to remove any such liens and Vendor shall pay Owner for all amounts paid, including costs and fees for removing such liens, without regard to the merits of the underlying claim or of any defenses thereto.

**6.1 Lien Waivers Required.** Vendor shall provide Owner with lien waivers/ releases, in a form acceptable to Owner, from Vendor and from all of its subcontractors, suppliers, materialmen, and their agents, employees, servants, or subcontractors (collectively, “Subcontractors”) evidencing that Vendor and all such Subcontractors have been paid in full. Such lien waivers/releases shall be a condition precedent for Vendor to receive final payment in accordance with Sections 9.10 and 9.10.2.

**7. Media Contact.** Vendor, its employees, agents, and subcontractors shall not contact any member of the media as a representative of Owner without the prior written approval of the President/CEO of Owner or the Owner Authorizing Official, nor shall they use Owner’s name in any advertising, publications, promotional materials or publicity release concerning this Agreement or the work performed pursuant to it.

**8. Alaska Native/American Indian Preference In Employment and Training.** Pursuant to Section 7(B) of P.L. 93-638, 25 U.S.C. §450e(b), the Indian Self-Determination and Education Assistance Act, Vendor shall give preference in all phases of employment and training for all work performed under this Agreement to qualified Alaska Natives and/or American Indians regardless of age, marital status, religion, sex, or “qualified individual disability status,” consistent with prevailing law.