**Addendum to Contract #**

**Consulting Contract Addendum**

**(Federal Requirements)**

1. This Consulting Contract Addendum (this “**Addendum**”) is attached to and made a part of that Purchase Order for Consulting Services, Tri-State Contract No. \_\_\_\_\_\_\_ (the “**Contract**” or “**Agreement**”) dated as of \_\_[date]\_\_ by and between Tri-State Generation and Transmission Association, Inc. (“**Tri-State**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Consultant**” or “**Contractor**”) that is governed by the Consulting Services Term and Conditions (“**Terms**”) referenced in the Contract. Tri-State and Consultant shall collectively be referred to as “**Party**” or “**Parties**.” To the extent that the terms and conditions of this Addendum conflict with the Contract, this Addendum will control.
2. Definitions. Unless otherwise defined in this Addendum, all terms used and not defined in this Addendum will have the meaning given to them in the Contract or Terms. For purposes of this Addendum, the following additional definitions shall apply throughout this Addendum and applicable Attachments:
   1. “Federal Award” means the Federal Award No. DE-GD0000927 awarded to Tri-State and sponsoring office Grid Deployment Office, U.S. Department of Energy.
   2. “Smart Grid Project” means the Project described in the Assistance Agreement entered into by Tri-State for the Federal Award.
3. Scope of Services. The Parties acknowledge and agree that the Services do not include Tri-State purchasing any equipment from Consultant and the scope of the labor provided is only consulting services and no mechanics or laborers will be used. Therefore, the prevailing wages and Davis Bacon[[1]](#footnote-1) compliance provisions are not applicable.
4. Intangible Property. The applicable provisions of 2 CFR 200.315 and 2 CFR 200.316 shall apply to all Services procured by Tri-State from Consultant under the Contract. Without limiting the foregoing, Consultant agrees that:
   1. the Federal Government has the right to (i) obtain, reproduce, publish, or otherwise use the data produced under the Federal Award and other data derived under the license rights, if any, acquired and for use by Tri-State under the Contract in furtherance of the Federal Award and (ii) authorize others to receive, reproduce, publish, or otherwise use the data for Federal purposes; and
   2. the Federal agency administering/sponsoring the Federal Award may require Tri-State to record liens or other appropriate notices of record to indicate that the intangible property acquired by Tri-State from Consultant under the Contract has been acquired with a Federal Award and that use and disposition conditions apply to the intangible property, and Consultant authorizes Tri-State to record such liens or other appropriate notices of record upon requirement of the Federal agency.
5. Attachments. The following attachments (“**Attachments**”) to this Addendum are incorporated herein by reference and shall be signed by Consultant and Tri-State on or before the Contract is signed by Consultant:
   1. Attachment A - Equal Opportunity Clause
   2. Attachment B - OFAC Compliance Clause
   3. Attachment C - FCPA Compliance Clause
   4. Attachment D - Additional Contractor Certifications
6. EEO Certifications.
   1. The Parties hereby incorporate into the Contract by reference 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,” and as set forth in Attachment A to this Addendum. Consultant shall abide by and be bound by the equal opportunity clause. For purposes of such equal opportunity clause, and for purposes of Attachment A to this Addendum, Consultant agrees that it is and shall be referred to as the “contractor.” Without limiting Consultant’s obligations under the foregoing, Consultant shall include the equal opportunity clause in each of its nonexempt subcontracts.
   2. The Parties further hereby incorporate into this Addendum by reference the requirements of 29 CFR part 471, Appendix A to Subpart A. Consultant shall abide by and be bound by the requirements of 29 CFR part 471, Appendix A to Subpart A, if applicable. For purposes of such requirements, Consultant agrees that it is and shall be referred to as the “contractor.” Without limiting Consultant’s obligations under the foregoing, Consultant shall include the provisions of paragraphs (1) through (4) therein in every nonexempt subcontract or purchase order entered into in connection with the Contract.
   3. The Parties further hereby incorporate into this Addendum by reference by reference the requirements of 41 CFR 60-300.5(a) and the equal opportunity clause provided thereunder. **“[THIS] CONTRACTOR AND SUBCONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR 60–300.5(A). THIS REGULATION PROHIBITS DISCRIMINATION AGAINST QUALIFIED PROTECTED VETERANS, AND REQUIRES AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED PROTECTED VETERANS.”** Consultant shall abide by and be bound by the requirements of 41 CFR 60-300.5(a) and the equal opportunity clause provided thereunder, if applicable. For purposes of such requirements and such equal opportunity clause, Consultant agrees that it is and shall be referred to as the “contractor.” Without limiting Consultant’s obligations under the foregoing, Consultant shall include the equal opportunity clause in each of its subcontracts subject to this part (41 CFR Part 60-300).
   4. The Parties further hereby incorporate into this Addendum by reference the requirements of 41 CFR 60-741.5(a) and the equal opportunity clause provided thereunder. **“[This] contractor and subcontractor shall abide by the requirements of 41 CFR 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.”** Consultant shall abide by and be bound by the requirements of 41 CFR 60-741.5(a) and the equal opportunity clause provided thereunder, if applicable. For purposes of such requirements and such equal opportunity clause, Consultant agrees that it is and shall be referred to as the “contractor.” Without limiting Consultant’s obligations under the foregoing, Consultant shall include the equal opportunity clause in each of its subcontracts subject to this part (41 CFR Part 60-741).

1. Additional Consultant Certifications and Requirements. Without limiting, modifying or replacing any other provision of this Addendum:
   1. OFAC Compliance. The Parties hereby incorporate the provisions of Attachment B, and the covenants, representations and warranties made by Consultant to Tri-State therein, into this Addendum by reference, as if the provisions of Attachment B and each such covenant, representation and warranty was set forth fully herein.
   2. FCPA Compliance. The Parties hereby incorporate the provisions of Attachment C, and the covenants, representations and warranties made by Consultant to Tri-State therein, into this Addendum by reference, as if the provisions of Attachment C and each such covenant, representation and warranty was set forth fully herein.
   3. Additional Consultant Certifications. The Parties hereby incorporate the provisions of Attachment D, and the covenants, representations and warranties made by Consultant to Tri-State therein, into this Addendum by reference, as if the provisions of Attachment D and each such covenant, representation and warranty was set forth fully herein.

**This Addendum is hereby agreed to and accepted and supersedes and controls in the event of a conflict with the Contract**.

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| Tri-State: Tri-State Generation and Transmission Association, Inc.  By:  Printed Name:  Title:  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Consultant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Printed Name:  Title:  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**DOE Federal Award Contract Provisions**

**Attachment “A”**

Equal Opportunity Clause:

During the performance of the Contractor (this “contract”), Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

**IN WITNESS WHEREOF,** each Party has caused this Attachment A to be executed by its authorized representative as of the effective date of the Contract.

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| Tri-State: Tri-State Generation and Transmission Association, Inc.  By:  Printed Name:  Title:  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Printed Name:  Title:  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**DOE Federal Award Contract Provisions**

**Attachment “B”**

OFAC Compliance Clause***:***

OFAC Compliance. Contractor represents and warrants that:

(a) Contractor, any person or entity owning an interest, direct or indirect, in Contractor and any subsidiary of Contractor (i) is not currently a person or entity (collectively, “**Sanctioned Person**”) on the Specially Designated Nationals and Blocked Persons List administered by the Office of Foreign Assets Control, U.S. Department of the Treasury (“**OFAC**”) or on any other similar OFAC list pursuant to any authorizing U.S. statute, executive order, regulation or order (collectively, “**U.S. Sanctions Authority**”), and (ii) is not a person or entity with whom a United States person is prohibited by any U.S. Sanctions Authority to engage in transactions;

(b) none of the funds or other assets of Contractor or any subsidiary of Contractor constitute property of, or are beneficially owned, directly or indirectly, by any Sanctioned Person;

(c) none of the funds or other property interest of Contractor or of any subsidiary of Contractor have been derived from any activity in violation of any U.S. Sanctions Authority,

(d) none of the funds or other property interest received by Contractor or by any subsidiary of Contractor under this Agreement shall be used by Contractor or by any subsidiary of Contractor in any activity in violation of any U.S. Sanctions Authority; and

(e) Contractor and any subsidiary of Contractor has implemented procedures and policies, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times during the term of the Agreement.

**IN WITNESS WHEREOF,** each Party has caused this Attachment B to be executed by its authorized representative as of the effective date of the Contract.

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| Tri-State: Tri-State Generation and Transmission Association, Inc.  By:  Printed Name:  Title:  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Printed Name:  Title:  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**DOE Federal Award Contract Provisions**

**Attachment “C”**

FCPA Compliance Clause**:**

Anti-Corruption Compliance. In connection with the activities contemplated under this Agreement, Contractor and each subsidiary of Contractor shall comply with all applicable foreign or domestic anti-corruption and anti-bribery Laws, as in effect from time to time, including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, and any similar laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (collectively, “**Anti-Corruption Laws**”). Without limiting the generality of the foregoing, Contractor and each subsidiary of Contractor shall not to make, authorize, offer, or promise to make or give any money or any other thing of value, directly or indirectly, to any current or former government official or employee (including employees of a state-owned or controlled enterprise or of a public international organization), candidate for political office, or an official of a political party, or any employee, director or consultant of a non-government client or potential client, for the purpose of securing any improper or unfair advantage or obtaining or retaining business or for the purpose of improperly inducing or rewarding favorable treatment or advantage in connection with this Agreement. Contractor shall immediately notify Customer of any request that it receives to take any action that might constitute, or might reasonably be construed as, a violation of any Anti-Corruption Laws.

Contractor and any subsidiary of Contractor has implemented procedures and policies, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times during the term of the Agreement.

**IN WITNESS WHEREOF,** each Party has caused this Attachment C to be executed by its authorized representative as of the effective date of the Contract.

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| Tri-State: Tri-State Generation and Transmission Association, Inc.  By:  Printed Name:  Title:  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Printed Name:  Title:  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**DOE Federal Award Contract Provisions**

**Attachment “D”**

Additional Contractor Certifications:

* 1. Never Contract with the Enemy. Contractor represents and warrants to Tri-State that:

(a) None of the Services performed by Contractor or any subsidiary of Contractor under this Agreement shall be performed outside of the United States;

(b) Contractor, any person or entity owning an interest in Contractor and any subsidiary of Contractor (i) is not a person or entity on the current list of prohibited or restricted persons or entities in the System Award Management (SAM) Exclusions or on any other similar list pursuant to any U.S. statute, executive order, regulation or order including 2 CFR Part 183 (collectively, “**U.S. Never Contract with the Enemy Authority**”), (ii) is not a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, and (iii) is not a person or entity with whom a United States person is prohibited by any U.S. Never Contract with the Enemy Authority to engage in transactions (collectively, a person specified in (b)(i)-(iii), a “**Covered Person**”);

(c) none of the funds or other assets of Contractor or any subsidiary of Contractor constitute property of, or are beneficially owned, directly or indirectly, by any Covered Person;

(d) no Covered Person has any interest of any nature whatsoever in Contractor or in any subsidiary of Contractor (whether directly or indirectly);

(e) none of the funds of Contractor or of any subsidiary of Contractor have been derived from any unlawful activity in violation of any U.S. Never Contract with the Enemy Authority;

(f) none of the funds received by Contractor or by any subsidiary of Contractor under this Agreement (i) shall be provided directly or indirectly to a Covered Person or a person or entity who is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, and (ii) shall be used by Contractor or by any subsidiary of Contractor in any activity in violation of any U.S. Never Contract with the Enemy Authority; and

(g) Contractor and any subsidiary of Contractor has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times during the term of this Agreement.

* 1. No Suspension or Debarment. Contractor represents and warrants to Tri-State that:

(a) Contractor, any person or entity owning an interest in Contractor and any subsidiary of Contractor is not a person or entity that is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities (collectively, “**Debarred Person**”);

(b) none of the funds or other assets of Contractor or any subsidiary of Contractor constitute property of, or are beneficially owned, directly or indirectly, by any Debarred Person;

(c) no Debarred Person has any interest of any nature whatsoever in Contractor or in any subsidiary of Contractor (whether directly or indirectly);

(d) none of the funds received by Contractor or by any subsidiary of Contractor under this Agreement shall be provided directly or indirectly to a Debarred Person; and

(e) Contractor and any subsidiary of Contractor has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times during the term of this Agreement.

* 1. Continuing Obligation to Ensure Compliance. Contractor hereby represents and warrants to Tri-State that Contractor and any subsidiary of Contractor has implemented procedures, and will consistently apply those procedures, to ensure the representations and warranties made to Tri-State in or pursuant to this Agreement (including all Attachments) remain true and correct at all times during the term of this Agreement.
  2. Period of Performance. Notwithstanding any provision to the contrary in this Agreement, the period of performance of the Services may not be amended, modified or extended without the express written consent of Tri-State following the approval of such extension by the Federal awarding agency or the extension of the period of performance by Tri-State under 2 CFR 200.308(e)(2).
  3. No Importation of Unlicensed Articles. Contractor hereby represents and warrants to Tri-State that none of the Services or any merchandise or goods or software provided to Tri-State in connection with the Services under or pursuant to this Agreement involves or constitutes merchandise prohibited from importation under the regulations and executive orders administered by the Office of Foreign Assets Control of the U.S. Treasury Department or entry of unlicensed importations of articles subject to 19 CFR § 12.150.
  4. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Certification. Contractor hereby represents and warrants and certifies to Tri-State that:

(a) Contractor, any person or entity owning an interest in Contractor or employed by Contractor, and any subsidiary of Contractor will not and has not used Federal appropriated funds or any of the funds received by Contractor or by any subsidiary of Contractor under this Agreement 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; and

(b) Contractor, any person or entity owning an interest in Contractor or employed by Contractor, and any subsidiary of Contractor has not used any non-Federal funds or funds outside of this Agreement to lobby or pay any person or organization for influencing or attempting to influence any person in connection with Contractor obtaining or entering into this Agreement.

* 1. Reserved.

* 1. No Procurement of Recovered Materials. Contractor hereby represents and warrants to Tri-State that none of the Services or any merchandise or goods or software provided to Tri-State in connection with the Services under or pursuant to this Agreement constitutes or involves procurement of recovered materials subject to 2 CFR 200.323 or is otherwise subject to section 6002 of the Solid Waste Disposal Act.

* 1. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor hereby represents and warrants to Tri-State that none of the funds received by Contractor or by any subsidiary of Contractor under this Agreement shall be used by Contractor or by any subsidiary of Contractor to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) of any system, or as critical technology as part of any system; or otherwise in violation of 2 CFR 200.216.
  2. Records/Recordkeeping. Contractor agrees as follows:

(a) Contractor agrees to provide Tri-State any and all documents, records and/or certifications on or pertaining to the covenants representations and warranties made by Contractor to Tri-State in this Agreement, as is necessary or proper to enable Tri-State to substantiate and/or verify the covenants, representations and warranties made by Contractor to Tri-State in this Agreement.

* 1. Authority to Supplement. Contractor acknowledges that Tri-State reserves the right to supplement the provisions of this Agreement including the Attachments as is necessary or proper to enable Tri-State to determine and certify its compliance with the laws, rules, regulations or guidance applicable to or governing Tri-State’s Smart Grid Project, this Agreement, or any Federal financial assistance received by Tri-State related thereto, including under Federal Award No. DE-GD0000927.

**IN WITNESS WHEREOF,** each Party has caused this Attachment D to be executed by its authorized representative as of the effective date of the Contract.

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| Tri-State: Tri-State Generation and Transmission Association, Inc.  By:  Printed Name:  Title:  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Printed Name:  Title:  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

1. Davis-Bacon Act, as amended (40 U.S.C. §§ 3141–3148), as supplemented by Department of Labor regulations (29 CFR Part 5), and related acts or laws pertaining or related thereto, including the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3 ), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). [↑](#footnote-ref-1)