

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.18
(ID # 12513)

MEETING DATE:
Tuesday, June 30, 2020

FROM: FACILITIES MANAGEMENT AND RIVERSIDE UNIVERSITY HEALTH SYSTEM:

SUBJECT: FACILITIES MANAGEMENT (FM) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM (RUHS): Riverside University Health System Medical Center Mobile Coronavirus Disease 2019 Sampling and Testing Laboratory Project - California Environmental Quality Act Exempt, Approval of In-Principle and Preliminary Project Budget, District 5. [\$1,894,000 - RUHS Enterprise Fund 40050 - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify, receive and file the emergency contract between the County of Riverside (County) and Odulair, Inc. (Odulair); authorize the Chairman of the board to execute the contract on behalf of the County and authorize the Purchasing Agent to issue the Purchase Order in the amount of \$1,484,680 to Odulair pursuant to emergency authority;
2. Approve the Riverside University Health System Medical Center Mobile Coronavirus Disease 2019 (COVID-19) Sampling and Testing Laboratory (RUHS-MC Mobile COVID-19 Testing Lab) Project for inclusion in the Capital Improvement Program (CIP);
3. Find that the RUHS-MC Mobile COVID-19 Testing Lab Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 Class 1 Existing Facilities Exemption, and Section 15061 (b)(3) "Common Sense" Exemption;

ACTION: Policy, CIP


Rose Salgado, Director of Facilities Management 6/18/2020


Jennifer Cruikshank, Chief Executive Officer - Health System 6/18/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 30, 2020
xc: FM, RUHS

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

4. Approve in-principle the RUHS-MC Mobile COVID-19 Testing Lab Project located in Moreno Valley; for a mobile sampling and testing laboratory;
5. Approve a project budget in the amount not to exceed \$1,894,000 for the Project;
6. Authorize the use of RUHS Enterprise Fund 40050 in the amount not to exceed \$1,894,000 for the emergency work, including reimbursement to Facilities Management (FM) for incurred emergency project related expenses;
7. Authorize the Director of Facilities Management, or his/her designee, to administer all necessary agreements in accordance with applicable Board policies;
8. Delegate project management authority for the Project to the Director of Facilities Management in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for services in connection with the Project, and are within the approved project budget; and
9. Authorize the Purchasing Agent to execute pre-qualified consultant service agreements not to exceed \$100,000 per pre-qualified consultant, per fiscal year, in accordance with applicable Board policies for the Project, and the sum of all project contracts shall not exceed \$1,894,000 per applicable Board policies.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,894,000	\$ 0	\$ 1,894,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RUHS Enterprise Fund 40050 – 100%			Budget Adjustment: No	
			For Fiscal Year: 2020/21	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

On March 8, 2020, the Riverside County Public Health Officer proclaimed a local public health emergency in response to the increase of new COVID-19 cases diagnosed in Riverside County. The public health emergency made it necessary to quickly sample and test for COVID-19 so that positive cases may be isolated and treated. Riverside University Health Systems (RUHS) and Riverside County Purchasing (Purchasing), through the authority of the COVID-19 Emergency Procurement Form, executed a contract to purchase a Mobile COVID-19 Sample and Testing Laboratory with Odulair on April 24, 2020.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

The mobile sampling and testing laboratory is a self-contained Biosafety Level 2 (BSL-2) COVID-19 testing lab where infectious agents that pose potential hazards to personnel and the environment can be safely handled and contained outside the main medical center. Its self-supporting design includes positive and negative air pressure rooms with controls and equipment meeting the Center for Disease (CDC) requirements for COVID-19 testing and is easily moved on site for immediate use.

The Department of Facilities Management (FM) provided project management services to develop the utility infrastructure, minor construction, and informational technology connections to make the mobile sampling and testing laboratory operational. The work was performed utilizing pre-qualified consultants, Job Order Contracting, and Purchasing's emergency procurement of the mobile laboratory.

As shown in the table below, the project budget is not-to exceed \$1,894,000, with a cost for the modular unit at \$1,484,680 (78% of the total project budget). The scope of work for the RUHS-MC Mobile COVID-19 Testing Lab Project has been completed, and FM recommends the Board ratify the project and its budget in the amount not to exceed \$1,894,000.

With certainty, there is no possibility that the RUHS-MC Mobile COVID-19 Testing Lab Project may have a significant effect on the environment. The emergency project will be located at the existing facility and performed to meet current standards of public health and safety. Therefore, the RUHS-MC Mobile COVID-19 Testing Lab Project is exempt as the Project meets the scope and intent of the Common Sense Exemption identified in Section 15061 (b)(3); and Class 1 Categorical Exemption identified in Section 15301. A Notice of Exemption will be filed by FM staff with the County Clerk within five days of Board approval.

Impact on Residents and Businesses

The RUHS-MC Mobile COVID-19 Testing Lab Project will ensure the health and safety of patients, health care workers, and the public.

Additional Fiscal Information

The approximate allocation of the project budget is as follows:

PROJECT BUDGET LINE ITEMS	CATEGORY	PROJECT BUDGET AMOUNT
Architectural Design	1	32,505
Construction Management	2	0
Utility Infrastructure	3	275,265
Project Management	4	18,000
Mobile Testing Lab	5	1,484,680
Other Soft Costs / Specialty Consultants	6	28,150
Project Contingency	7	15,000

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Information Technology	8	40,400
Project Budget		\$ 1,894,000

All costs associated with this Board action will be expended in FY 2020/21 and are 100% funded through RUHS Enterprise Fund 40050. CARES Act financial assistance will be requested, and if awarded, will be used to reimburse all or a portion of the costs of the project.

Attachment:

- Contract with Odulair, Inc.

RS:VC:GG:SP:SC:RM:tv FM08430010568 MT #12513
S:\Project Management Office\FORM 11'S\Form 11's_In Process\12513_D6 – 010568 – RUHS-MC Mobile COVID-19 Sampling & Testing Lab-Emergency Declaration_063020.doc


Teresa Summers, Director of Purchasing 6/17/2020


Steven Atkeson 6/22/2020


Gregory V. Priarios, Director County Counsel 6/18/2020

**Riverside County
Facilities Management**

3133 Mission Inn Avenue, Riverside, CA 92507

Original Negative Declaration/Notice of
Determination
Clerks for posting on.
7/1/20
Date

Submitted to County
Initial

NOTICE OF EXEMPTION

June 10, 2020

Project Name: RUHS-MC COVID Lab Project

Project Number: FM08430010568

Project Location: 26520 Cactus Avenue, west of Nason Street, Moreno Valley, County of Riverside, California; Assessor's Parcel Number (APN): 486-280-037

Description of Project: On March 8, 2020, the Riverside County Public Health Officer proclaimed a local public health emergency in response to the increase of new COVID-19 cases diagnosed in Riverside County. The public health emergency and the increase and treatment of COVID-19 patients at the medical center has made it clear that emergency preparations are crucial in this public health crisis. The goal of the emergency preparation project is to quickly isolate and treat patients diagnosed with COVID-19 safely and efficiently. On April 24, 2020, as an immediate emergency solution to sample and test possible COVID-19 patients immediately outside the medical facility, Facilities Management executed a contract to procure and install the Odulair Mobile COVID-19 Sample and Testing Laboratory.

The mobile sampling and testing laboratory is a self-contained Biosafety Level 2 (BSL-2) COVID-19 testing lab where infectious agents that pose potential hazards to personnel and the environment can be safely handled and contained outside the main Riverside University Health System Medical Center (RUHS-MC). Its self-supporting design includes positive and negative air pressure rooms with controls and equipment meeting the Center for Disease (CDC) requirements for COVID-19 testing and is easily moved on site for immediate use. The installation and operation of the mobile testing laboratory is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the facility will continue to provide public services at the RUHS-MC and will not result in a significant expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State California Environmental Quality Act (CEQA) Guidelines, Section 15269 Emergency Projects Exemption; Section 15301 Existing Facilities Exemption; Section 15302 Replacement or Reconstruction Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5, 18 and 19, Sections 15061, 15269, and 15301.

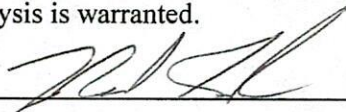
JUN 30 2020 3.18

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which could have the possibility of having a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the operation of the mobile testing laboratory.

- **Section 15269 (b)(c) –Emergency Projects:** This Statutory exemption consists of emergency projects that are exempt under CEQA. Under (b), emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare are exempt. Under (c), specific actions necessary to prevent or mitigate an emergency are exempt. The installation and operation of the mobile testing laboratory at the hospital is an essential public facility that provides critical health services to protect public safety. The lab is necessary to respond to the COVID emergency and maintain the hospital's ability to provide these critical services. Emergency installation of the laboratory is required to avoid a threat to the public health, safety and welfare. Therefore, the project is exempt as it meets the scope and intent of the Statutory Exemption identified in Section 15269, Article 18, Statutory Exemptions of the CEQA Guidelines.
- **Section 15301 (d)–Existing Facilities:** This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The installation and operation of the mobile testing laboratory is necessary in order to restore and maintain an appropriate level of public safety. The RUHS-MC is an essential public facility that provides health services and the mobile lab at the facility is required to address an emergency that was a threat to public safety. The alteration to the existing facility to protect and maintain public safety is exempt as they meet the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The installation and operation of the mobile testing laboratory is an emergency action and will not result in any direct or indirect physical environmental impacts.

Based upon the identified exemptions above, the County of Riverside, Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____



Date: _____

5/10/20

Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management



Mobile & Modular Healthcare Solutions

MOBILE COVID-19 SAMPLING & TESTING LAB

April 27, 2020
Proposal Expires 7 days from above date.

Riverside University Health System
26520 Cactus Avenue
Moreno Valley, California 92555
United States

CONFIDENTIAL. © Copyright 2020. Odulair, LLC. All Rights Reserved. All contents, research, and recommendations in this document are Odulair Intellectual Property and covered by the Berne Convention and the Buenos Aires Convention. Unauthorized use of the contents, research and recommendations herein, without the prior express written consent of Odulair, LLC, is a violation of applicable copyright and intellectual property laws. Photos and videos provided are for reference only and should not be considered final design. Prices listed are preferred customer pricing for a limited time and subject to change. Final price may vary due to cost of materials and Optional Packages selected.

JUN 30 2020 3.18



David Baucom
Riverside University Health System
26520 Cactus Avenue
Moreno Valley, California 92555
United States

Dear David Baucom:

On behalf of the Odulair team, we would like to thank you for considering Odulair as your COVID-19 Sampling and Testing Lab solution provider. Odulair infectious disease products have been highlighted in The Economist Technology Quarterly. Odulair has also been awarded two U.S. Patents for our infectious disease isolation products. Our long history of local and international success is testimony to the great pride and quality work we continue to deliver to our clients.

We are proud to be the world's leading manufacturer of mobile healthcare facilities and the only manufacturer owned and operated by medical professionals. Additionally, our President has years of full-time experience providing healthcare services from a mobile clinic. No other manufacturer has this level of expertise and know how to design and build an effective, efficient, high quality mobile clinic like Odulair.

By choosing an Odulair Mobile Healthcare Facility, you are making a smart investment. Odulair is widely recognized as the innovation pioneer in the mobile health industry. Our continuous success in delivering superior quality mobile healthcare units around the world is proof of our leadership in design and manufacturing.

Once again, thank you for your interest in Odulair and for the opportunity to earn your business. I am excited and look forward to working with you very soon.

Best Regards,

A handwritten signature in cursive script that reads "Anaisa Pie".

Anaisa Pie
Sales Process Manager
Office: + 1 307 459 1350
Email: apie@odulair.com

ABOUT US

Odulair makes "YES" possible. Odulair is known for making "YES" possible. Most of our clients come to us because they need a solution or innovation to a technically challenging problem. Often, other manufacturers have told them that their request is impossible, or other manufacturers have revealed their lack of experience and expertise by omitting critical components from their design. Odulair is the company clients depend on when you can't make a million dollar mistake.

Odulair is the choice of innovators. Odulair is the world's leading manufacturer of custom mobile clinics providing all specialties on standardized platforms to meet all of your mobile and modular needs. We are proud to have five U.S. patents issued and two patent-pending, making Odulair the industry leader in advancing technology in our field. Our Ebola Patient Isolation Unit, with two patents, has been featured in the Technology Quarterly of The Economist and delivered to the U.S. Immigration and Customs Enforcement, among others.

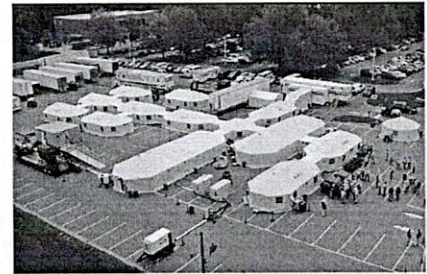
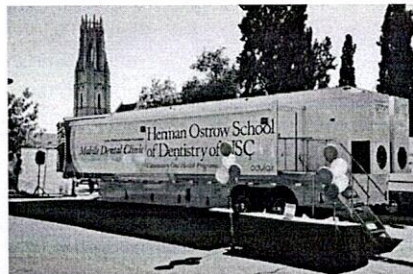
We bring value to our clients. At Odulair, we believe in innovative designs, powerful performance, and high level of customer support. In fact, we do more than just manufacturing, our experienced staff provides our clients with a team approach in providing consultative, value-added services. Services include project oversight, provision of connecting walkways and corridors, delivery, installation, set-up, and training, policies and procedures development, warranty and extended warranty, comprehensive facility service and maintenance.

We give you choices. Odulair does not force you into one type of vehicle because we know that one size does not fit all. Our products can be built on trailers (straight, single expandable and double expandable) with a choice of two types of expandable sections including "shoebox" and "folding wall"; trucks (standard, cab-over-engine, 4x4); buses (coach, shuttle and transit); containers (ISO cargo and custom containers); and even modular buildings. The choice of vehicle is determined by your specific programmatic needs.

We are content experts. Odulair is the only company in the industry that is founded and operated by medical professionals with actual experience providing clinical services from a mobile clinic. Each of our mobile medical clinic products are designed by clinical professionals with expertise in the medical specialty. Our clients tell us that this makes a world of difference in the patient throughput efficiency, clinical efficacy, infection control, and overall quality of our mobile clinics as compared to others. Our clinics are connected and telehealth ready with mobile internet routers, switches, and even bacnet for remote environmental control.

Our roots are in providing safe, reliable, technically challenging facilities. At our inception, Odulair only provided Mobile Surgery Units. In fact, we have three patents for mobile surgery units including the initial patent for the invention of the first mobile surgery unit. Because surgery is often a life or death proposition, Odulair products must be built for maximum safety and maximum reliability. Mobile and modular facilities must meet the same building code as brick and mortar facilities. This is technically challenging to accomplish within the space limitations of a trailer, truck, bus, container, or other vehicle. All Odulair products continue to meet the rigorous building codes required for use in your specific program.

We delivered the world's first 100% solar powered mobile clinic. In 2008, Odulair was the first Mobile Clinic manufacturer to launch a solar-powered mobile clinic for use in remote areas lacking reliable electricity. In 2015, we launched the world's first 100% solar powered mobile clinic for Clemson University utilizing a proprietary hybrid solar stored energy solution. In 2019 we were awarded a 5-year contract to provide all mobile clinics for Clemson University. Since their initial 100% solar powered mobile clinic arrival, all Clemson clinics delivered continue to be 100% solar powered utilizing our proprietary system.



Odulair is a 100% Woman Owned Small Business

We delivered a nationwide mobile healthcare program in Africa. Our largest client to date is the Ministry of Health in Ghana, West Africa who has 18 of our mobile units. They include 10 Biometric Evaluation Vans; and two Primary Care Clinics, two Dental Clinics, two ENT / Audiology Clinics, and two Ophthalmology Clinics all built on Ford F550 4x4 trucks. These clinics are used for a nationwide healthcare outreach program also designed by Odulair. Incorporating employees from the Ministry of Health with students, residents and fellows of local medical schools, this program is unique throughout Africa.

We delivered the world's largest mobile dental clinic, twice. In 2014, Odulair delivered the world's largest mobile dental clinic with 8-chairs, sterilization, and a lead-lined x-ray room to the University of Southern California Herman Ostrow School of Dentistry. This double expandable trailer was 960 square feet. In 2017, Odulair delivered an 1100 square foot double expandable mobile dental trailer to Queenscare Foundation as the second even larger version of the world's largest mobile dental clinic. This trailer incorporates two 45' long expandable sections, the largest built by any manufacturer to date.

We eliminate unexpected shut-downs. The Nashville VA Hospital turned to Odulair in 2016 when issues in their surgical instrument sterilization department caused the hospital to shut-down all surgical services. In this emergency situation, Odulair built a new Mobile Sterile Processing Department meeting their recently introduced building code. The unit was built, delivered, and up and running in five weeks to help them re-open their surgical services. To date, this is still the only sterile processing service within the entire VA Healthcare System that meets the new building code.

We make recovery possible. Odulair designed and built the world's first Mobile Dialysis Clinic in 2013. In 2017, Odulair was the first, and still the only, Mobile Dialysis Clinic manufacturer to receive the critical licensure and certification from the U.S. Center for Medicare and Medicaid Services (CMS) for Medicare and insurance reimbursement for dialysis treatments performed inside an Odulair Mobile Dialysis Clinic. This licensure and certification allowed FEMA and the U.S. Department of Health and Human Services to utilize Odulair clinics to provide dialysis services in the U.S. Virgin Islands and Puerto Rico after Hurricanes Irma and Maria devastated the area causing all dialysis patients to be relocated for 15 months.

Our reliable products are designed and built in the US then delivered around the world. All Odulair products are built in the United States and incorporate the highest quality, most reliable American and European standards and equipment. Odulair mobile clinics are built under rigid ISO 9001 standards delivering unparalleled quality and craftsmanship.

Our vehicle manufacturer license and authorization. Odulair is authorized as a trailer manufacturer by the U.S. Department of Transportation (DOT) National Highway Traffic Safety Administration (NHTSA) through the Society of Automotive Engineers (SAE) and has been granted a World Manufacturer Identifier (WMI) Code (Code: 1Z9) as required by CFR 49 Part 565 Vehicle Identification Number Requirements (VIN) for the manufacture of all trailers to be operated on the roadways in the USA. Odulair also holds the required Tennessee Vehicle Manufacturing License (Manufacturer ID: 7509) as our products are manufactured in our 30,000 square foot facility on 9 acres in Nashville.

Our legal entities. Odulair has three facilities in the U.S. Our headquarters is located in Cheyenne WY, our Research & Development Office is in Santa Barbara CA and our Manufacturing Facility is in Nashville TN. Our Wyoming Odulair, LLC entity number is 2011-000610408. Our California Odulair, LLC entity number is 201834110007. Our Tennessee Odulair, LLC entity number is 1028274.

Factory Tour Request. To request a factory tour, please contact us at 1.307.459.1350 or info@odulair.com.

SPECIFICATIONS

ROOMS & AREAS

- ISO 7 Positive Pressure Ante Room
- ISO 7 Negative Pressure BSL-2 Room
- ISO 7 Positive Pressure BSL-2 Room
- Self-Supporting Design inclusive of walls, roof / ceiling, flooring, lighting, electrical & filtering equipment
- Clean Room seismic integrity provisions where necessary
- Finishes - Non-porous and cleanable surfaces, ceilings, walls, and floors subject to wet cleaning

UTILITY REQUIREMENTS

- Electrical: 208V 3-Phase 200 Amps
- Water: 1/2" Potable Water Line
- Sewer: 3" Standard Sewer Line

MECHANICAL ROOM

- 2 20KW Back-up Generator With Automatic Transfer Switches to Power Everything in the Trailer (Not Just Critical Components)
 - 1 20KW Back-up Generator Powers the HVAC System Only
 - 1 20KW Back-up Generator Powers Everything Else in the Trailer Except the HVAC System
- Water Storage Tanks (Fresh & Gray)
- Data Connection Package - Interior Video Intercom System

EQUIPMENT PROVIDED

POSITIVE PRESSURE ANTE ROOM

- Scrub sink with eye wash station positioned at least 3' from the Negative Pressure BSL-2 Room
- Clean Personal Protective Equipment (PPE) Storage Bin
- Soiled PPE Waste Bin
- Staff Changing Bench
- Environmental Services Cabinet with Floor Sink
- Room Can be Used for On-site Patient Sampling Registration

NEGATIVE PRESSURE BSL-2 ROOM

- 2 x ISO 5 Class II Type A2 NuAire Biological Safety Cabinet (BSC) with 100% Outside Air Supply and Exhaust - 3ft
- Interlocking HEPA filtered Pass-Thru Chamber from Ante Room
- Stainless Steel Workstation
- RFID Refrigerator
- Soiled PPE Waste Bin
- Storage Shelves
- Security Camera System
- Meets all CDC Requirements for COVID-19 Testing

POSITIVE PRESSURE BSL-2 ROOM

- 2 x ISO 5 NuAire Laminar Flow Hood - 4ft
- Interlocking HEPA Filtered Pass-Thru Chamber from Ante Room
- Stainless Steel Workstation
- RFID Refrigerator
- Soiled PPE Waste Bin
- Non-Hazardous Drug Storage Cabinet
- Security Camera System
- If Hoods are Removed, Room can be Utilized for Nasal Swab Sampling

ENVIRONMENTAL CONTROLS

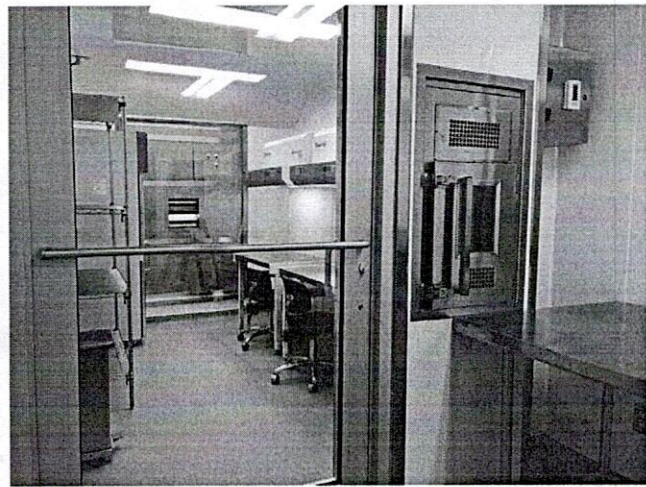
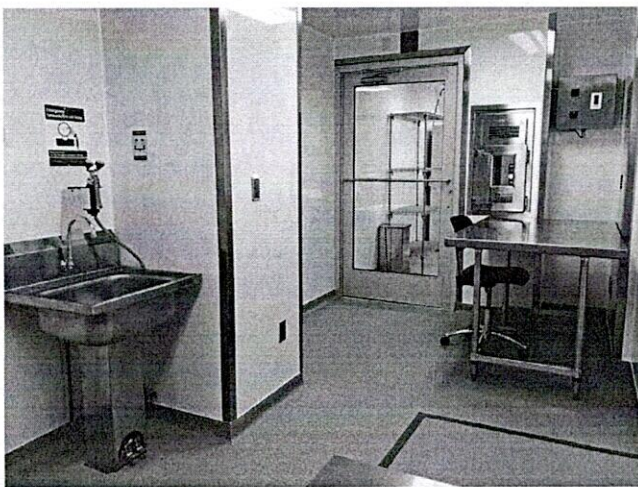
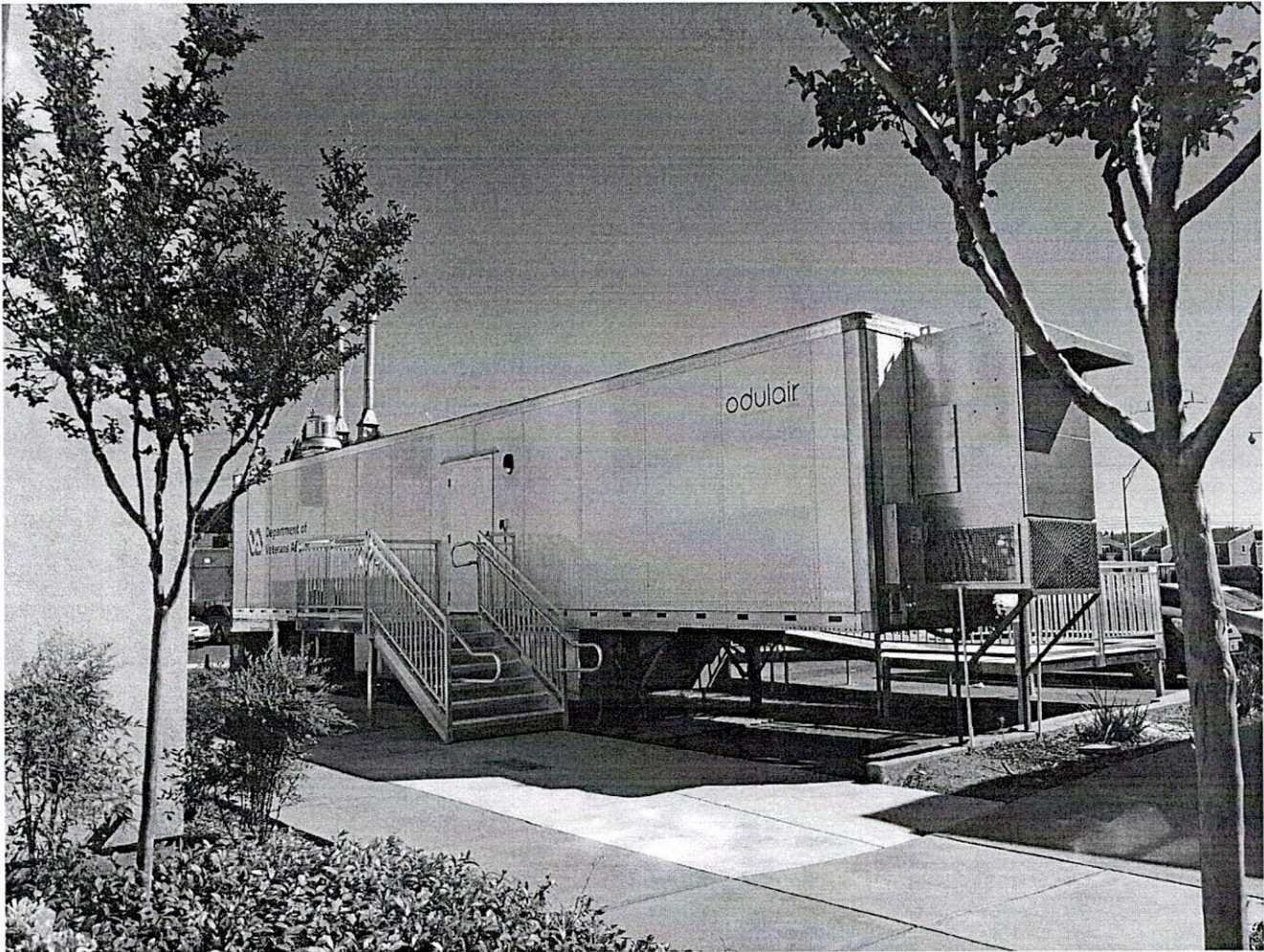
- Physically separated Ante Room and BSL-2 Rooms
- C-PEC Containment Primary Environmental Control: (BSC or BSB Controls)
 - ISO 5 Biological Safety Cabinet (BSC) located in the Negative Pressure BSL-2 Room
- C-SEC Containment Secondary Environmental Controls (Room Controls)
 - ISO 7 Ante Room Environmental Controls:
 - Positive pressure
 - Minimum of 30 Air Exchanges Per Hour (ACPH)
 - High Efficiency Particulate Air (HEPA) filtered supply air
 - 24/7 Real-time Environmental Room Monitor providing:
 - Temperature
 - Humidity
 - Differential pressure
 - ISO 7 Negative Pressure BSL-2 Room Environmental Controls:
 - Negative pressure minimum 0.01" WC
 - Minimum of 30 Air Exchanges Per Hour (ACPH)
 - 100% Outside Supply Air (into room)
 - High Efficiency Particulate Air (HEPA) filtered supply air
 - Externally Vented 100% of Air Exhausted Directly Outside
 - Zero recirculation of Negative Pressure BSL-2 Room air
 - 24/7 Real-time Environmental Room Monitor providing:
 - Temperature
 - Humidity
 - Differential pressure
 - 24/7 Real-time Monitoring of RFID Refrigerator interior temperature

ENVIRONMENTAL CONTROLS

- C-SEC Containment Secondary Environmental Controls (Room Controls) (Con't)
 - ISO 7 Positive Pressure BSL-2 Room Environmental Controls:
 - Positive pressure
 - Minimum of 30 Air Exchanges Per Hour (ACPH)
 - High Efficiency Particulate Air (HEPA) filtered supply air
 - 24/7 Real-time Environmental Room Monitor providing:
 - Temperature
 - Humidity
 - Differential pressure
 - 24/7 Real-time Monitoring of RFID Refrigerator interior temperature

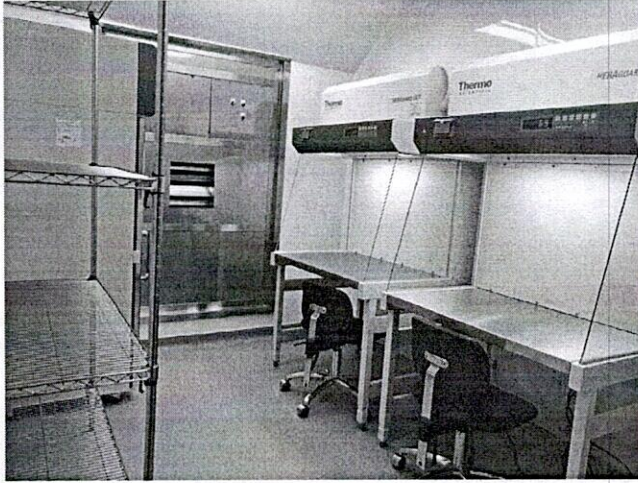
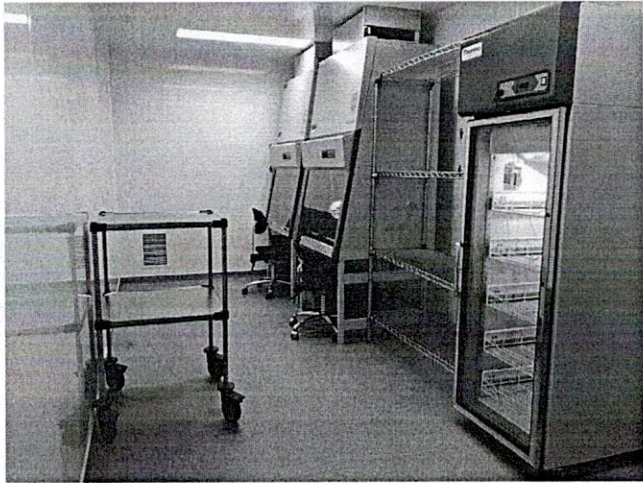
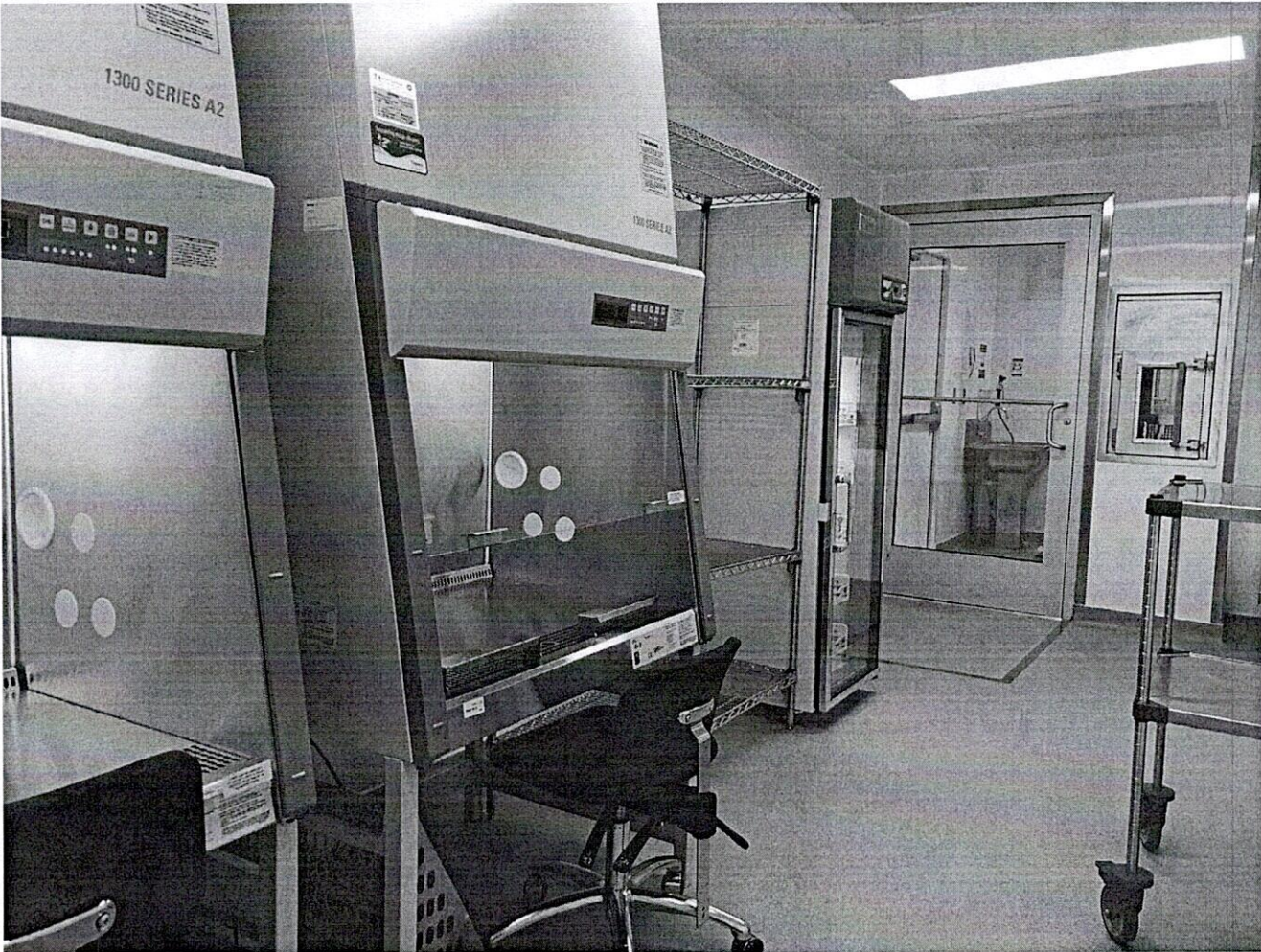
Odulair, LLC Reserves The Right To Change Features And Specifications Without Prior Notice. Odulair reserves the right to substitute equipment for that of equal or greater specifications in the case of discontinuation, lack of availability, lead time, or incompatibility.

COVID-19 SAMPLE COLLECTION & TESTING LAB BSL-2 PHOTOS



CONFIDENTIAL. © Copyright 2020, Odulair, LLC. All Rights Reserved. All contents, research, and recommendations in this document are Odulair Intellectual Property and covered by the Berne Convention and the Buenos Aires Convention. Do not alter, copy, or distribute without express written permission of Odulair, LLC. Unauthorized use of the contents, research and recommendations herein, without the prior express written consent of Odulair, LLC, is a violation of applicable copyright and intellectual property laws. Layouts, photos, and videos provided are for reference only and should not be considered final design.

COVID-19 SAMPLE COLLECTION & TESTING LAB BSL-2 PHOTOS



CONFIDENTIAL. © Copyright 2020, Odulair, LLC. All Rights Reserved. All contents, research, and recommendations in this document are Odulair Intellectual Property and covered by the Berne Convention and the Buenos Aires Convention. Do not alter, copy, or distribute without express written permission of Odulair, LLC. Unauthorized use of the contents, research and recommendations herein, without the prior express written consent of Odulair, LLC, is a violation of applicable copyright and intellectual property laws. Layouts, photos, and videos provided are for reference only and should not be considered final design.

COVID-19 SAMPLE COLLECTION & TESTING LAB BSL-2 VIDEO



You can also watch the video at: <https://www.youtube.com/watch?v=SDPvH9M3Tg0>

PURCHASE BUDGETARY ESTIMATE

This Proposal is submitted for budgetary purposes and should not be used to prepare an official Purchase Order. The Budgetary Estimate below may include items that are Optional. These Optional Items are denoted by a square check box in the upper left adjacent to the item Name. If the box is not checked, the price for that item is not included in the Total. To select an item for inclusion, just click on the box to add a check mark and automatically update the Total Price. Site conditions, power requirements, and other unit design requirements may require additional or different items. Also, note that the Total Price does not include any applicable taxes or international shipping. Those estimates are available upon request. Please contact your Odulair Representative prior to issuing a Purchase Order.

Name	Price	QTY	Subtotal
COVID-19 BSL-2 SAMPLE COLLECTION & TESTING LAB BY ODULAIR Specifications as Defined Above	\$1,237,893.05	1	\$1,237,893.05
COMMISSIONING <ul style="list-style-type: none"> • Includes shipping, set-up, onsite test and balance, and onsite staff training. • Site preparations and utility connections are the responsibility of the client. 	\$65,000.00	1	\$65,000.00
SWITCHBACK RAMP & EMERGENCY EXIT STAIRS <ul style="list-style-type: none"> • Pricing includes Shipping and Installation. • Meets ADA/IBC Requirements. 	\$30,000.00	1	\$30,000.00
<input type="checkbox"/> PARTIAL ANNUAL MAINTENANCE PACKAGE (WITHOUT CERTIFICATION) Includes the following services: Monthly Service: <ul style="list-style-type: none"> • Change HVAC pre-filters • Exercise generators Quarterly Service: <ul style="list-style-type: none"> • Change HEPA filters in Ceiling Diffusers • Change HEPA filters in BSC's and Hoods • Change HEPA filters in Pass-Thru Windows • Lubricate Direct Drive Motors on Exhaust Fans • Check Tire Pressure • Add Water Treatment to Grey Water Tank 	\$82,319.89	1	\$82,319.89
<input type="checkbox"/> FULL ANNUAL MAINTENANCE PACKAGE (WITH 2 CERTIFICATIONS AS REQUIRED) Includes the following services: Monthly Service: <ul style="list-style-type: none"> • Change HVAC pre-filters • Exercise generators Quarterly Service: <ul style="list-style-type: none"> • Change HEPA filters in Ceiling Diffusers • Change HEPA filters in BSC's and Hoods • Change HEPA filters in Pass-Thru Windows • Lubricate Direct Drive Motors on Exhaust Fans • Check Tire Pressure • Add Water Treatment to Grey Water Tank Semi-Annual Service: <ul style="list-style-type: none"> • CETA Certification (required semi-annually) 	\$172,319.89	1	\$172,319.89

<input checked="" type="checkbox"/> CETA CERTIFICATION Includes: <ul style="list-style-type: none"> • Odulair Terminal Cleaning • Odulair Training of Your Housekeeping Staff in Terminal Cleaning Procedures • CETA Certifier's Travel and Time. • CETA Ventilation and Surface Testing and Submission Fee. • CETA Certification must be completed every 6 months, this fee is per certification, if you wish to purchase both the initial and 6 month certifications, please change the quantity to 2. 	\$45,000.00	1	\$45,000.00
---	-------------	---	-------------

Tax 1 (7.75%) **\$106,786.71**

Total \$1,484,679.76

PURCHASE PAYMENT TERMS

The payment terms for in inventory products are 100% balance due with signed contract prior to shipping. The payment terms for custom built products are listed below:

Deposit: 60% of Contract Amount

- Paid upon receipt of the Purchase Order and executed Sales Contract.

Final Payment: 40% of Contract Amount

- Paid after Commissioning, Delivery and Set-up..

Taxes, License & Registration May Be Applicable

- Taxes, Licenses & Registration are not included in the above budgetary estimate.
- Taxes will be added when applicable.

All Prices are Quote Ex-Works

- Shipping is an additional charge and can be arranged by the buyer or the seller.

NEXT STEPS

At Odulair, we understand the need for accurate communication. Please let us know how you would like to proceed forward by initialing one or more of the options below.

We thank you for contacting Odulair!

How would you like to move forward?

- A. _____ Please have someone to call me to discuss further.
- B. _____ Please send me an agreement to begin the contracting process.
- C. _____ I'm no longer looking for a Mobile Compounding Pharmacy.

To Reach Us Directly

You can also get in touch with us in any of the below ways:

By Phone
307.459.1350

By Email
info@odulair.com

On Our Website (chat)
www.odulair.com

SALES AGREEMENT

This Sales Agreement ("Agreement") is made this 27th day of April, 2020, by and between Odulair, LLC, a limited liability company ("Seller") with its principal place of business located at 109 East 17th Street, Suite 63, Cheyenne, Wyoming, USA 82001 ("Seller") and County of Riverside, a political subdivision of the State of California (collectively "BUYER") whose principal place of business is located at 26520 Cactus Avenue, Moreno Valley CA 92555.

RECITALS

Whereas, Buyer is located in the United States and is in need of mobile medical clinics and other portable medical equipment ("Equipment"); and

Whereas, the Seller is engaged in the business of the sale of mobile medical clinics and other portable medical equipment ("Equipment");

Whereas, Buyer desires to enter into a non-exclusive arrangement whereby he and his company or entity can buy the Seller's Equipment as more specifically set forth in this Agreement; and,

Whereas, Seller, desires to sell Mobile or Modular Medical Facilities to Buyer.

Whereas, the recent outbreak of the novel coronavirus (COVID-19) has been having a significant impact on the global economy. In particular, the impact on the tourism and hospitality industries has been devastating. On March 11, 2020, the World Health Organization declared that the outbreak of COVID-19 constitutes a "pandemic". Public health responses have included travel restrictions, quarantines, and curfews.

Whereas, This Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020, Executive Order N-25-20, and other Executive Orders related thereto, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety. County enters into this Agreement as a political subdivision of the State of California and in reliance upon the aforementioned proclamation and executive order that County will seek reimbursement from the State of California and the federal government to make County whole for its expenditures related thereto. All provisions of this Agreement shall be read and construed in a manner that is consistent with this stated purpose.

Now therefore, in consideration of the promises hereinafter made by the parties and for other valuable consideration, the parties agree as follows:

**ARTICLE I
PURCHASE AND EQUIPMENT DEFINITION**

1. **Definition of Equipment Purchased by Buyer.** Seller shall transfer and deliver to Buyer, and Buyer shall, subject to the conditions set forth herein, take delivery and accept the following Equipment as referenced in the Sales Proposal dated April 27, 2020, attached hereto. Buyer acknowledges and understands that the Equipment which is the subject of this Agreement and which is being sold by Seller is is being manufactured and sold to Buyer pursuant to and in accordance with Buyer's requirements a.

2. **Price of Equipment and Payment By Buyer.** The purchase price ("Purchase Price") payable by Buyer to Seller for the Equipment shall be \$1,484,679.76 U.S. Dollars.

All prices for Equipment quoted by the Seller for purchase are FOB at the Company's principal place of business or the place of manufacture of the Equipment unless otherwise defined on the purchase proposal. Prices for the Equipment do not include (a) shipping or transportation costs which will be paid and borne by Buyer or (b) federal, state, local or import taxes applicable to the Equipment sold to Buyer unless otherwise defined on the purchase proposal. An amount equal to the appropriate taxes will be added to the purchase invoice by the Seller where the Seller has the legal obligation to collect such taxes. Buyer shall pay such amount of such assessed taxes to the Seller as part of the purchase price unless Buyer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. **Payment of Purchase Price.** The terms of purchase are "net cash in full" prior to shipment of the Equipment and shall be paid as follows:
 - 3.1. Sixty percent (60%) of the gross amount of the purchase price at the time the order is placed with the Company;
 - 3.2.
 - 3.3. Buyer shall pay Seller the initial sixty percent (60%) deposit in the amount of \$890,807.86 U.S. Dollars upon submission of the Purchase Order.
 - 3.4. Seller shall invoice Buyer for the forty percent (40%) remainder payment in the amount of \$593,871.90 U.S. Dollars upon completion of setup and delivery.
 - 3.5. Payment terms shall fifteen (15) days from date of the invoice.
 - 3.6. Buyer shall remit full payment for invoices without any withholding, deduction, set-off or counterclaim.

- 3.7. In the event that any fees are not paid to Seller by Buyer within five (5) days of when such fees become due and payable, any over due fee may be subject to a finance charge of ten percent (10%) per month simple interest, with such interest charges starting on the due date for such fees which Buyer shall pay.
4. **Title to Equipment and Products.** Title to all Equipment sold by the Seller to Buyer shall remain with the Seller and shall pass to Buyer only upon receipt by the Seller of payment in full for all amounts due for the sale of each unit of Equipment. The Seller hereby reserves, and Buyer grants to the Seller, a purchase money security interest in each unit of Equipment sold or to be sold under this Agreement and in the proceeds thereof if Buyer shall have sold a unit of Equipment to another party prior to Buyer paying Seller the purchase price for such Unit. A copy of this Agreement may be filed with the appropriate government agency or authority at any time after the signature by the Seller as a financing statement in order to perfect the Seller's security interest. On the request of the Seller, Buyer shall execute financing statement(s) and all other instruments the Seller shall require to perfect a security interest in the Equipment for the payment of its purchase price.
5. **Cancellation of Purchase Order.** After an order is placed by Buyer for the purchase of any Equipment from the Seller, If such order is cancelled for any reason, then the Seller shall be entitled to a 20% restocking fee.
6. **Proprietary Rights and Seller's Intellectual Property.** Buyer acknowledges that the Seller owns and possesses certain patents, trademarks, copyrights and intellectual property rights in the Equipment and has goodwill in its name. The Seller expressly prohibits any direct or indirect use, reference to, or other employment of its name, trademarks, trade name or intellectual property except as specified in this Agreement or as expressly authorized by Seller in writing. All advertising and other promotional material which Buyer intends to use for the marketing of the Equipment will be submitted to Seller by Buyer at least two weeks in advance and will only be used by Buyer if the Seller consents thereto in writing.
7. **Information Regarding Equipment.** The Seller will supply to Buyer all necessary data and specifications for the proper use, installation, operation and maintenance of any item or unit of Equipment purchased by Buyer. Portions of the foregoing are proprietary in nature and will be so marked and identified by the Seller. Buyer agrees to abide by the terms of such markings and to be liable for all loss or damage incurred by the Seller as a result of the improper or unauthorized use of such intellectual property. The Seller retains for itself all proprietary rights in and to all designs, engineering details, and other data pertaining to any Equipment and to all discoveries inventions, patent rights

related to the Equipment.

ARTICLE II REPRESENTATIONS AND WARRANTIES

8. By Seller.

- 8.1. Sale of Equipment.** The Seller warrants that (a) at the time of delivery, the Company has good and marketable title to the Equipment and (b) Buyer shall acquire Equipment purchased hereunder free and clear of all liens encumbrances except for Seller's purchase money security interest described above.
- 8.2. Manufacturer Site Visits.** The Seller further warrants that the Buyer shall have the right to inspect the Seller's manufacturing facility at any time with prior written notice.
- 8.3. Condition of Equipment.** The Seller further warrants that, at the time of delivery, all Equipment will be free from defects in material or workmanship under normal use and service for a period of one (1) year from the date of delivery from the location of the manufacturer. Any and all repairs covered by this warranty must be completed as designated, directed and approved by Seller. Any defect found to be within this scope of the warranty will be repaired by Seller and charges for labor and material, will be borne by Seller. If it is determined that either no fault exists in Seller, or the damage to be repaired was caused by negligence of Buyer, its agents, employees or customers, then Buyer agrees to pay all charges and costs associated with each such repair.

THE FOREGOING CONSTITUTES THE SOLE WARRANTY MADE BY SELLER EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND BUYER'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NON-CONFORMING UNITS OR PARTS.

- 8.4. Extended Warranty Availability.** The Seller further warrants the availability of an Extended Warranty for purchase at the time of executing this Agreement or at anytime within the warranty period, at Buyer's discretion. The cost for such an Extended Warranty will not exceed 20% of the purchase price of the product, per year, inclusive of all parts, labor

and travel expenses, and will be offered for up to five (5) years from issuance and acceptance of this Sales Agreement. Exact pricing of an Extended Warranty will be provided upon request.

- 8.5. Equipment Testing.** Seller's installation activities shall include, but not be limited to, start-up of product and included equipment, testing of power and data connections and initial hardware diagnostic tests and approvals.
- 8.6. User Manuals.** Seller further warrants that Seller shall provide Buyer with a complete set of English language instruction manuals for the equipment and its components.
- 8.7. User Training.** Seller further warrants that Seller will train a reasonable number of the Buyer's personnel in the operation and maintenance of the Seller's Equipment.
- 8.8. Misuse of Equipment.** Any tampering, misuse or negligence in the handling or use of the Equipment renders the foregoing warranty null and void. Furthermore, the foregoing warranty is void if, at any time, Buyer attempts to make any internal or external changes to any of the components of the Equipment; if, at any time, the power supplied to any part of the Equipment exceeds the rated tolerance; if, at any time, any external device attached to the Equipment exceeds the tolerance of the Equipment; or if any time the serial number plate for the Equipment is removed or defaced in any way.
- 8.9. Compliance With Laws.** The Seller further warrants that the Equipment complies with the applicable laws of the United States and that it is authorized pursuant to the regulations and requirements of the U.S. Department of Commerce to sell the Equipment as medical equipment in the United States.
- 8.10. PREVAILING WAGES.** Seller understands that the installation of a modular facility including switchback ramp and stairs are considered a public works project under California Labor Code and appropriate wages must be paid.

Seller shall register with the Department of Industrial Relations within (2) weeks of execution of the contract. If registration is not completed see paragraph 12.2 default by Seller.

- 8.11. FEMA PROVISIONS.** Buyer shall be seeking reimbursement from FEMA for this project and therefore Attachment B, FEMA Provisions, are incorporated herein by this reference.

9. By Buyer.

- 9.1. Compliance with Laws.** Buyer represents and warrants that both he and his company or entity have complied with all laws and regulations required in the Country of the United States for the conduct of his business and for the purchase of the Equipment as set forth herein.
- 9.2. Background.** Buyer represents and warrants that he has never been convicted by and court of any violation of any law in the United States and that his company or entity is in good standing in the United States for the conduct of its business.
- 9.3. Regulatory Compliance.** Buyer shall be responsible for providing Seller with the applicable regulatory compliance rules and guidelines specific to Buyer's intended use of the product. See also Paragraph 8.5 of this Agreement.
- 9.4. Site Preparation and On-site Installation.** Buyer shall be responsible for preparation of the site in the case of Seller's Equipment that is fixed in a single location. Buyer shall provide the Seller and the Seller's agents access to the installation site and such working and storage space and utilities as Seller may reasonably request in connection with installation and testing of the product. Buyer's site preparation duties shall include, but not be limited to, excavation and leveling of site (with appropriate retaining wall if necessary); drainage; provisions for electrical, water, sewer; and telecommunications connections and commissioning.
- 9.5. Acceptance and Testing.** After Seller advises Buyer that the product and installed equipment is fully functioning to its specifications, Buyer shall immediately review the equipment to verify it meets published descriptions, specifications and tolerances for acceptance as well as all applicable Department of Health requirements. Buyer is granted up to ten (10) calendar days after Seller's completion of installation and training to accept the product and installed equipment. If this has not been completed within 10 calendar days, the equipment shall be deemed accepted.
- 9.6. Manufacturer Inspection Visits.** The Buyer further warrants that the Seller shall have the right to inspect the Equipment at any time with prior written notice.

**ARTICLE III
DURATION AND TERMINATION OF AGREEMENT**

10. Term. The term of this Agreement shall be for two (2) years commencing on the effective date hereof, unless sooner terminated. The termination of this Agreement shall not relieve either party of any obligation which existed prior to the termination. This Agreement may be extended by written agreement of the parties for additional one (1) year terms. If the parties agree to an extension of the term of this Agreement, then such extension may be done by amendment to this Agreement without restating the entire Agreement. In the event of an extension, all terms and conditions of this Agreement shall remain in full force and effect, except for the term.

11. Termination. This Agreement may be terminated only as follows:

11.1. By Either Party. Either party may terminate this Agreement upon the occurrence of a material breach of any material provision of this Agreement by the other, provided due notice has been given to the other of the alleged breach and such other party has not cured the breach in a timely manner as required by this Agreement.

11.2. By the Seller. In the event there is a change in the control or management of Buyer's company or entity in the United States which is not acceptable to the Seller, if the Buyer company or entity ceases to function as a going concern or makes an assignment for the benefit of creditors, if a petition in bankruptcy is filed by or against the Buyer or his company or entity or if, in the sole discretion of the Seller, Buyer or his company or entity suffers an adverse change in their financial condition.

11.3. Effect of Termination. Upon termination of this Agreement all further rights and obligations of the parties shall cease, except that Buyer shall not be relieved of (i) its obligation to pay any monies due, or to become due, as of or after the date of termination, and (ii) any other obligation set forth in this Agreement which is to take effect after the date of termination.

12. Default and Remedies.

12.1. Default by Buyer. In the event that Buyer fails to remit and make any undisputed payment when due to Seller as provided for herein, then Seller shall have the option to either (a) cancel this Agreement by giving Buyer written notice thereof. In such event, Seller shall be entitled to retain all payments previously made by Buyer; and (b) shall have no further obligation to manufacture, sell, deliver or install the product pursuant to this Agreement. Seller shall proceed with the manufacture, sale and delivery of the product to Buyer only after Buyer has paid all undisputed amounts due to Seller as required by this Agreement. In the event that

Seller cancels the Agreement and sale pursuant to this paragraph herein due solely to the non-payment by Buyer of any undisputed payment when due, then Seller (i) shall be entitled to retain all monies previously paid by Buyer to Seller as liquidated damages; (ii) shall not be obligated to refund or re-pay any part or portion of said monies to Buyer; (iii) shall not be liable or responsible to Buyer for any monetary damages or other relief of any nature whatsoever resulting from the cancellation of the sale and retention of Buyer's funds as provided herein; and (iv) shall be entitled to retain the Seller's product which is the subject of this Agreement.

- 12.2. Default by Seller** In the event that Seller fails to deliver the product pursuant to this Agreement, Seller shall have fifteen days to cure the default. If the default is not cured, Buyer shall be entitled to full repayment of all monies paid. This shall not include causes beyond the control of Seller such as force majeure events outside the control of Seller. In the case of force majeure, the parties may amend this Agreement to acknowledge the new responsibilities of the parties..

ARTICLE IV RELATIONSHIP OF PARTIES

- 13. Relationship of Parties.** The relationship between the parties established by this Agreement shall be solely that of Seller / Buyer. Nothing in this Agreement shall be construed in any way to create a partnership, joint venture, employer/employee, principal/agent or any other relationship between the parties hereto other than an independent non-exclusive right in Buyer to purchase the products of the Seller in the United States.
- 14. Independence of Parties.** Buyer shall not have any power or authority to represent the Seller in any manner whatsoever or to bind the Seller in any respect whatsoever. Nothing contained in this Agreement shall be construed to make the Buyer an agent for the Seller for any purpose, and neither party hereto shall have any right whatsoever to incur any liabilities or obligations on behalf or binding upon the other party. Buyer specifically agrees that it will not at any time represent orally or in writing to any person, corporation, entity or government agency or other business entity that it represents the Seller as an agent or employee, that it can bind the Seller to any agreement or liability or that it has any right, power or authority not expressly granted by this Agreement.
- 15. Reservation of Rights.** All rights and powers not expressly granted to Buyer herein are expressly reserved to the Company. Buyer shall have no right, power or authority in any way to bind the Seller to the fulfillment of any obligation, liability, duty or condition not expressly provided for herein or to any other contract or obligation, expressed or implied.

**ARTICLE V
INDEMNITY AND HOLD HARMLESS**

16. **By Buyer.** Buyer agrees to indemnify and hold the Seller free and harmless from any and all claims, damages, judgments, liabilities, costs, and expenses of every kind or nature whatsoever (a) arising from acts of the Buyer, its agents, employees or anyone acting on its behalf (b) as a direct or indirect consequence of termination of this Agreement in accordance with its terms or (c) arising from acts of third parties in relation to the Seller's Equipment sold to the Buyer under this Agreement, including, but not limited to execution of liens and security interests by third parties with respect to any such products. Such indemnity shall include, but not be limited to, all attorney's fees and costs incurred by the Seller in such matters.
17. **By the Seller.** The Seller agrees to indemnify and hold Buyer free and harmless from any and all claims, damages, judgments, liabilities, costs, and expenses of every kind or nature whatsoever (a) arising from acts of the Seller, its agents, employees or anyone acting on its behalf or (b) as a direct or indirect consequence of termination of this Agreement in accordance with its terms. Such indemnity shall include, but not be limited to, all attorney's fees and costs incurred by the Buyer in such matters.

**ARTICLE VI
NOTICES**

17. **Notices.** All notices, requests, demands, consents or other communications of any kind which any party may be required or desires to serve upon any other party under the terms of this Agreement shall be in writing and shall be served upon such other party by (a) personal service upon such other party (b) mailing a copy thereof by certified or registered mail, postage prepaid, with return receipt requested (c) private courier delivery service (d) overnight delivery mail service (such as but not limited to Express Mail, Federal Express, DHL, or UPS Overnight Air) (e) facsimile transmission to the facsimile telephone number for such party with the original sent by regular first class mail to the party at that party's mailing address or by electronic mail to the address set forth herein below. In case of service by mail, by personal service, by private courier delivery service or by overnight delivery mail service, service shall be deemed complete on the date of actual delivery as shown by the delivery receipt. In the case of service by facsimile or e-mail, service will be deemed complete upon delivery of the facsimile transmission or e-mail as confirmed by facsimile transmission or e-mail journal. The addresses and telephone numbers to which such notices and demands to a party shall be delivered or sent shall be as follows:

Seller:
Odulair, LLC
109 E. 17th Street
Suite 63
Cheyenne, WY
82001 USA
info@odulair.com
+1 307 459 1350

Buyer:
County of Riverside, a political
subdivision of the State of California
26520 Cactus Avenue
Moreno Valley CA
92555 USA
district1@rivco.org
+1 951 955 1010

ARTICLE VII PROFESSIONAL FEES AND COSTS.

18. **Preparation and Negotiation of Agreement.** Each party shall pay and be responsible to the payment of all fees and costs charged by any attorney or professional retained or hired by such party for the purpose of negotiation or preparation of the terms and provisions of this Agreement.
19. **Arbitration or Judicial Action.** If any party hereto institutes any action, whether in arbitration or judicial, to enforce, construe or interpret any provision of this Agreement, then the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, the amount of its reasonable attorneys' fees, costs and expenses incurred in such action. The term "Prevailing Party" shall be as defined by the law of the jurisdiction where the action is commenced.

ARTICLE VIII GENERAL PROVISIONS

20. **Entire Agreement.** This Agreement contains the entire Agreement between the parties hereto with respect to the subject matter hereof and sale of Seller's products the subject matter hereof and shall be deemed to be an integrated agreement.
21. **Prohibition Against Assignment.** This Agreement constitutes a personal contract with Buyer who shall not transfer or assign some or any part hereof without the advance written consent of Seller. Buyer may not assign, convey or transfer all or any part of this Agreement to any person or entity at any time without the express written consent of the Seller. Any attempted assignment, conveyance or transfer of all or any part of this Agreement by Buyer shall be null and void unless approved in writing by the Seller.
22. **Effective Date.** Notwithstanding the date of signature by any party hereto, the effective date of this Agreement shall be the latest date of execution by the parties hereto. This Agreement shall not be effective or enforceable until it is

signed and executed by all parties hereto.

23. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, sentence, clause, phrase or provision contained in this Agreement shall become illegal, null, void or invalid for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or invalid for any reason, then the remaining paragraphs, sections, sentences, clauses, phrases and provisions contained in this Agreement shall not be affected thereby and shall continue to be in full force and effect unless terminated by written agreement of the parties.
24. **Applicable Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California and is accepted by the Seller with its Corporate Office in Wyoming. The venue for any action at law or in equity to interpret, construe or enforce the terms of this Agreement shall be in the federal or state courts of the County of Santa Barbara, California. Seller hereby consents to the subject matter and personal jurisdiction of the courts in the State of California, USA; acknowledges that it has sufficient contacts with the State of California for the purpose of personal jurisdiction of said state and agrees that venue for any such judicial action shall be in California.
25. **Voluntary Agreement.** This Agreement is executed voluntarily and without duress or undue influence on the part of each party hereto.
26. **Agreement Binding on Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns and representatives of each of the parties hereto, subject to the provisions prohibiting assignment as contained herein.
27. **Joint Preparation.** Each of the parties hereto, either directly or through their respective advisor or representative, has cooperated and participated in the drafting and preparation of this Agreement. Accordingly, all parties hereby acknowledge and agree that this Agreement shall not be construed or interpreted in favor of or against any party by virtue of the identity of its drafters, their respective contributions hereto or their participation in the preparation of this Agreement.
28. **Modifications and Amendments.** Any amendment or modification to this Agreement shall be in writing and shall be executed by a duly authorized representative of each party in the same manner as this Agreement. No amendment, change or modification to this Agreement shall be valid unless in writing signed by the party to be bound.
29. **Further Assurances.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, writings and other assurances, and shall do and perform any and all acts or things reasonably necessary in connection

with the performance of its obligations hereunder to carry out the express intent of the parties to this Agreement.

30. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument. Execution of this Agreement by facsimile or electronic mail signatures shall be acceptable, and each party signing by facsimile or e-mail agrees to cause the original executed page or pages to be delivered to the other party within ten (10) calendar days of execution.
31. **Headings.** The various headings used and employed in this Agreement are solely for the convenience of the parties and shall not be used to interpret this Agreement.
32. **Waiver.** The waiver of any breach of this Agreement shall not be construed as or deemed to be a waiver of any other subsequent breach or default under this Agreement.
33. **Warranty of Authority.** Each party which is either a corporation, limited liability company, general partnership, limited liability partnership, association or other recognized legal entity represents and warrants that the person signing this document on behalf of such party has been duly authorized to enter into and execute this Agreement on behalf of such party and that said party has obtained and prepared the appropriate resolution as required by law and/or its operating procedures for such authority.

- SIGNATURES ON NEXT PAGE -

In witness whereof, the parties hereto have executed this Agreement on the dates hereafter set forth.

Odulair, LLC
a limited liability company



By:
Anita Chambers
Managing Member

Dated: May 4, 2020


County of Riverside
a political subdivision of the State of
California

By: 
George Johnson
County Executive Officer

Dated: 5/11/20

County of Riverside
a political subdivision of the State of
California

By: 
V. Manuel Perez, Chairman
Board of Supervisors

ATTEST:
KECIA R. HARPER, Clerk
By: 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  5-8-2020
SYNTHIA M. GUNZEL DATE

ATTACHMENT B

FEDERAL CONTRACT PROVISIONS

To the extent applicable, the following federal contract provisions required under 2 C.F.R § 200.326 and 2 C.F.R. Part 200, Appendix II are hereby fully incorporated herein and made a part of the Agreement, and all references to this Agreement shall include the following provisions. In the event of any inconsistency or redundancy between the Agreement and these provisions, these provisions shall control. As used in these provisions, "the contractor" is Odulair, a Limited Liability Company with its principal place of business in Wyoming, and "the contract" is the Agreement. All capitalized terms used herein without definition shall have the same meaning as set forth in 41 C.F.R. Part 60.

1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the 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 applicant 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 applicant 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 applicant 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 applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. COMPLIANCE WITH THE DAVIS-BACON ACT

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3121-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

3. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The COUNTY OF RIVERSIDE shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. 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.
2. The contractor agrees to report each violation to the COUNTY OF RIVERSIDE and understands and agrees that the COUNTY OF RIVERSIDE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. 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.
2. The contractor agrees to report each violation to the COUNTY OF RIVERSIDE and understands and agrees that the COUNTY OF RIVERSIDE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. SUSPENSION AND DEBARMENT

- (1) 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).
- (2) 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.

- (3) This certification is a material representation of fact relied upon by the COUNTY OF RIVERSIDE. 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 the COUNTY OF RIVERSIDE, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (4) 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.
7. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

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, Contractor must sign and submit the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. 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.
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, the undersigned shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. 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.

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, Odulair LLC, a Wyoming Limited Liability Comapny, 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.



Signature of Contractor's Authorized Official

Anita M. Chambers, PhD MBA / President & CEO

Name and Title of Contractor's Authorized Official

May 4, 2020

Date

8. PROCUREMENT OF RECOVERED MATERIALS

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

9. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the COUNTY OF RIVERSIDE, the FEMA Administrator, 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.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the COUNTY OF RIVERSIDE and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. CHANGES

See paragraph 28 of the Agreement.

11. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

13. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions.

15. TERMINATION FOR CONVENIENCE

See paragraph 5 of Agreement.

16. TERMINATION FOR DEFAULT

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Paragraph 12.2 in the Agreement.

17. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference, including but not limited to procurement standards for non-Federal entities found in 2 CFR 200.318-326. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement and where in direct conflict, the most restrictive rule shall control. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Buyer requests that would cause Buyer to be in violation of the FEMA terms and conditions.