

**City of Charlotte**  
**Federal Contract Terms and Conditions for Purchase Orders**

This Exhibit is incorporated into each Purchase Order (“PO”) issued by the City of Charlotte to City vendors (each a “Vendor”), unless other terms are specified on the face of the PO or in a duly-executed contract or other written document signed by the City. Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the PO. In the event of a conflict between this Exhibit and the main body of the PO terms, the terms of this Exhibit shall govern. For POs funded by the Federal Transit Administration (“FTA”), the Federal Transit Administration Terms and Conditions shown in Attachment 1 below will apply to the PO and will apply in lieu of any conflicting terms in the main body of these terms. For POs for the City of Charlotte Aviation Department, the Aviation Specific Federal Terms Terms shown in Attachment 2 below will apply to the PO and will govern in lieu of any conflicting terms in the main body of these terms.

1. **Debarment and Suspension.** The Vendor represents and warrants that, as of the date the PO is issued, neither the Vendor nor any subcontractor or subconsultant performing work under this PO (at any tier) is included on the federally debarred bidder’s list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” If at any point during the PO term the Vendor or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder’s list, the Vendor shall notify the City immediately.
2. **Record Retention.** The Vendor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Vendor represents and warrants that in its performance under the PO, the Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** The Vendor certifies that:
  - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
  - 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

6.3. The Vendor 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.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708).** If the PO is in excess of \$100,000 and involves the employment of mechanics or laborers, the Vendor must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. § 3702 of the Contract Work and Safety Standards Act, the Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 C.F.R. § 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** The Vendor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management Agency pre-approval.
10. The Federal Government is not a party to this PO and is not subject to any obligations or liabilities to the City, Vendor, or any other party pertaining to any matter resulting from the PO.

The following three provisions will apply only to POs that include construction.

11. **Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148).** In its performance under the PO, the Vendor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and §§ 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Vendor is 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. In addition, the Vendor is required to pay wages not less than once a week.
12. **Copeland "Anti-Kickback" Act (40 U.S.C. § 3145).** In its performance under the PO, the Vendor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). This statute provides that the Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
13. **Equal Employment Opportunity.** In its performance under the PO, the Vendor shall comply with the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R., 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 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**ATTACHMENT 1**  
**FEDERAL TRANSIT ADMINISTRATION TERMS AND CONDITIONS**

For all products and services purchased with funding provided by the Federal Transit Administration (“FTA”), this Attachment (“FTA Terms”) is attached and incorporated into the City of Charlotte Federal Contract Terms and Conditions for Purchase Orders (the “Federal Terms Exhibit”). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the PO and the main body of the Federal Terms Exhibit. In the event of a conflict between this Attachment and the PO or the main body of the Federal Terms Exhibit, or any other exhibit or appendix, the terms of this Attachment shall govern. Unless if indicated to the contrary, these provisions will not apply to the Vendor while doing work for the Aviation department (the Charlotte Douglas International Airport).

**1. THE VENDOR SHALL COMPLY WITH ALL FEDERAL REQUIREMENTS.**

- A. The Vendor acknowledges and understands that this PO will be financed at least partially with funding from the federal government. The Vendor further acknowledges and understands that this PO is therefore subject to: (1) all applicable federal laws, (2) all applicable federal regulations, (3) all applicable federal policies, (4) the conditions and requirements of all federal grants that in any way will fund any part of the work under this PO, and (5) the most recent Federal Transit Administration’s “Master Agreement,” including any certifications or contract provisions that the Master Agreement requires to be included in this PO. For purposes of these FTA Terms, items (1) through (5) in the immediately preceding sentence, as those items may be amended or updated from time to time, are referred to collectively as “Federal Law.”
- B. All provisions of Federal Law are incorporated into this PO by reference and are fully binding on the Vendor as if they were recited here verbatim. The Vendor shall ensure that all provisions of Federal Law are incorporated into all subcontracts (of every tier) and in all contracts with those supplying any materials, equipment, or other products related in any way to this PO, such that all subcontractors of every tier and all suppliers are contractually required to comply with all provisions of Federal Law.
- C. The Vendor at all times shall: (1) fully comply with all provisions of Federal Law, (2) ensure that all work under this PO (including, by example only, all subcontracted work) fully complies with all provisions of Federal Law, and (3) ensure that no aspect of the Vendor’s performance under this PO would cause the City or any of its officials, employees, or agents to be at any risk of violating any provision of Federal Law. In addition, the Vendor shall not perform any act, fail to perform any act, or refuse to comply with any City request to the extent that doing any of those things would create any risk of the City or any of its officials, employees, or agents being in violation of any provision of Federal Law.
- D. These FTA Terms identify and summarize many provisions of Federal Law. However, the Vendor acknowledges and agrees that the Vendor is fully and ultimately responsible for identifying and learning about all provisions of Federal Law. If these FTA Terms omit any provision or requirement of Federal Law, the Vendor shall remain fully responsible for identifying and learning about that provision or requirement and for fully satisfying the Vendor’s obligations under Article 1.1.C of these FTA Terms with respect to that provision or requirement. The Vendor shall not be excused from ensuring full compliance with any provision or requirement of Federal Law because that provision or requirement is omitted from these FTA Terms, nor shall the Vendor have any claim or remedy against the City because any such provision or requirement has been so omitted.
- E. By delivering or performing under this PO, the Vendor represents to the City and covenants with the City that, as of the date that this PO takes effect, the Vendor has fully complied with all provisions of Federal Law and that the Vendor shall continue to fully comply with all provisions of Federal Law at all times while this PO is in effect.
- F. Notwithstanding any other provision in this PO, the Vendor and the City agree that Federal Law and these FTA Terms take priority over all other PO provisions. This means that, if a conflict arises between another PO provision and any provision of Federal Law or of these FTA Terms, such that the Vendor

cannot satisfy both provisions, the Vendor shall fully comply with the provision of Federal Law or of these FTA Terms. In such a situation, the Vendor shall disregard the other, conflicting PO provision, but the Vendor shall do so only to the minimal extent needed to comply fully with Federal Law and with these FTA Terms, and the Vendor otherwise shall fully comply with that conflicting PO provision to the extent possible.

- G. The Vendor and the City agree that, in any situation where the Vendor can comply with both another PO provision and with a provision of Federal Law or of these FTA Terms, even if the two provisions address the same subject matter (*e.g.*, if another PO provision imposes an obligation on the Vendor beyond those obligations imposed by Federal Law), that will not be deemed a conflict. Rather, in such a situation, the Vendor shall fully comply with Federal Law, with these FTA Terms, and with the other PO provision.

## **2. ACCESS TO CONTRACT RECORDS.**

- A. For purposes of this Article 2 of these FTA Terms, “Contract Records” means all documents (whether in hard copy, digital, or other format) that refer or relate to any aspect of this PO or to the Vendor’s performance under this PO. By example only (and not for purposes of limitation), Contract Records include all of the following to the extent that they refer or relate to any aspect of this PO or to the Vendor’s performance under this PO: subcontracts, contracts with suppliers and other third parties, invoices and other billing records, audits and other financial and accounting records, memos, letters, and emails.
- B. For purposes of this Article 2 of these FTA Terms, “Retention End Date” means the later of:
  - (a) The third anniversary of the date on which this PO is terminated or expires, or
  - (b) If, on or before that third anniversary, the Vendor has received notice (from the City or otherwise) of one or more lawsuits, legal proceedings, disputes, audits, or investigations related in any way to this PO, the date on which the City later notifies the Vendor in writing that all such lawsuits, legal proceedings, disputes, audits, and investigations have fully and finally concluded. The City and the Vendor intend for all Contract Records to be retained, maintained, and made available for inspection and copying until all such lawsuits, legal proceedings, disputes, audits, and investigations have fully and finally concluded, even if that requires retaining, maintaining, and making those records available after the third anniversary of this PO’s termination or expiration.
- C. Through and including the Retention End Date, (a) the Vendor shall retain and maintain all Contract Records that the Vendor ever creates, receives, or otherwise possesses or controls so that those Contract Records are always complete, legible, and readily accessible, (b) as the City may request from time to time, the Vendor shall promptly make any and all Contract Records available for inspection and copying by the City, by the federal government, and by their respective contractors and agents, and (c) the Vendor shall comply with all requirements imposed by 2 C.F.R. §200.333.
- D. Through and including the Retention End Date, the Vendor shall ensure that each subcontractor (of every tier) and each supplier providing any material, equipment, or other product shall: (a) retain and maintain all Contract Records that the subcontractor or supplier ever creates, receives, or otherwise possesses or controls so that those Contract Records are always complete, legible, and readily accessible, (b) as the City may request from time to time, promptly make any and all Contract Records in that subcontractor’s or that supplier’s possession or control available for inspection and copying by the City, by the federal government, and by their respective Companies and agents, and (c) comply with all requirements imposed by 2 C.F.R. § 200.333.
- E. In addition to taking all other necessary and appropriate steps to satisfy its obligations under Article 2.B(2) of these Federal Contracting Requirements, the Vendor shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier retain, maintain, and make available Contract Records as required by Article 2.B(2).

- F. This Article 2 will survive this PO's termination or expiration regardless of how, when, or under what circumstances this PO is terminated or expires.

### **3. BUY AMERICA**

- A. For purposes of this PO, the "Buy America Requirements" means all requirements imposed by 49 U.S.C. § 5323(j) and 49 C.F.R. Part 661, as those provisions may be amended from time to time. For example, the Buy America Requirements include a requirement that iron, steel, and manufactured products supplied or used under this PO are manufactured in the United States or otherwise originate in the United States.
- B. The Vendor shall comply with all Buy America Requirements and shall take all steps necessary and appropriate to ensure that no aspect of the work under this PO puts the City out of compliance with any of the Buy America Requirements. The Vendor shall provide the City, in accordance with this Article 3, with all certifications that may be requested or required from time to time by the City or by the federal government related in any way to the Vendor's compliance with the Buy America Requirements.
- C. The Vendor shall ensure that each subcontractor (of every tier) and each supplier providing any material, equipment, or other product for this PO: (1) fully complies with the Buy America Requirements, (2) provides the City, in accordance with this Article 3, with all certifications that may be requested or required from time to time by the City or by the federal government related in any way to that subcontractor's or that supplier's compliance with the Buy America Requirements, and (3) fully complies with all other requirements that this Article 3 contemplates for, or imposes on, subcontractors or suppliers. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 3.C, the Vendor shall ensure that each subcontract (at every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with all Buy America Requirements and with this Article.3.
- D. All certifications submitted to the City under this Article 3 – whether submitted by the Vendor, by a subcontractor, or by a supplier – must be complete and must be submitted on forms provided by or approved by the City. The first time that the Vendor proposes to use a particular material, equipment, or product from a particular manufacturer, the Vendor must submit with its certification under this Article 3 a signed letter from the manufacturer confirming that the material, equipment, or product satisfies all Buy America Requirements. In addition to complying with any other requests from the City to provide certifications under this Article 3, the Vendor shall submit a certification of its compliance with all Buy America Requirements with each submittal or payment request that it submits to the City and when all work is fully and finally completed. If the Vendor fails to submit a proper certification under this Article 3 by any deadline specified by this PO or by the City, the City may withhold any and all payments due to the Vendor under this PO until the Vendor brings itself into full compliance with this Article 3.
- E. If the Vendor believes it is necessary to provide iron, steel, or manufactured products that do not comply with the Buy America Requirements or that otherwise would put the City, the Work, or the Project out of compliance with the Buy America Requirements, the Vendor will submit a written justification to the City detailing the item, its estimated cost, the Vendor's rationale for using it, and the reasons that the Vendor believes that the Buy America Requirements cannot be satisfied. The City will determine whether to request a waiver of the Buy America Requirements for that item from the federal government. If the City decides not to request a waiver, or if the City requests a waiver but that request is not approved, the Vendor will fully satisfy its obligations under this Article 1.3 and will not be entitled to any remedy.
- F. The City from time to time may investigate whether the Vendor, any subcontractor, and/or any supplier has complied with or is complying with this Article 1.3. If the City conducts such an investigation, the

Vendor will fully cooperate with that investigation and will ensure that each subcontractor (of every tier) and each supplier does the same. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 1.3.F, the Vendor will ensure that each subcontract (of every tier) and each supplier contract related to the Work or to the Project includes provisions requiring that the subcontractor or the supplier fully cooperate with any such investigation.

- G. Any violation of the Buy America Requirements or of this Article 1.3 by the Vendor, by any subcontractor, or by any supplier will be deemed a material breach of this PO by the Vendor. If such a breach happens, the City may terminate this PO for default and/or may pursue any and all other remedies that the City has under this PO or under the law. To avoid any doubt, the Vendor's obligations under this PO's general conditions include an obligation to defend, indemnify, and hold harmless City against any liability arising out of or related to any violation of the Buy America Requirements or of this Article 3 by the Vendor, by any subcontractor, or any supplier.
- H. The Vendor acknowledges and agrees that, to the extent that the Vendor or any subcontractor or any supplier will provide any rolling stock under this PO, the "Buy America Requirements" for purposes of this Article 3 also include all requirements imposed by 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11, as those provisions may be amended from time to time. It is solely the Vendor's responsibility to determine whether the Vendor, each subcontractor, and each supplier will provide any rolling stock such that 49 U.S.C. § 5323(j)(2)(C) and/or 49 C.F.R. § 661.11 apply.

#### 4. CIVIL RIGHTS LAWS AND REGULATIONS.

The Vendor acknowledges that the City must comply with all applicable federal civil rights laws and regulations and with 49 U.S.C. § 5323(h)(3) to the extent that the statute is applicable. The Vendor acknowledges and agrees that "Federal Law" for purposes of Article 1.1 of these FTA Terms includes all applicable federal civil rights laws and regulations, as they may be amended from time to time. Some of those civil rights laws and regulations are identified and summarized below, and the Vendor acknowledges that its obligations under Article 1.1 of these FTA Terms include an obligation to fully comply with the laws and regulations identified below and to ensure that all suppliers and all subcontractors (of every tier) fully comply with those laws and regulations. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 4, the Vendor shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 4 and with all applicable federal civil rights laws and regulations. Applicable federal civil rights laws and regulations include, by example only and not for purposes of limitation:

- A. **Nondiscrimination.** 49 U.S.C. § 5332 and its implementing regulations, which prohibit discriminating against any employee or any applicant for employment because of race, color, religion, national origin, sex, disability, or age.
- B. **Race, Color, Religion, National Origin, Sex.** Federal laws and regulations requiring that all job applicants must be employed, and all employees must be treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). For example, a person's race, color, religion, national origin, or sex cannot be considered for purposes of hiring; promotion; demotion or transfer; recruitment or recruitment advertising; layoff or termination; determining rates of pay or other forms of compensation; or selection for training, including apprenticeship. The laws and regulations imposing these requirements include for example Title VII of the Civil Rights Act (42 U.S.C. § 2000e *et seq.*); 49 U.S.C. § 5332 and its implementing regulations; United States Department of Labor regulations ("Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor") found in 41 C.F.R., Chapter 60; and Executive Order No. 11246 ("Equal Employment Opportunity in Federal Employment") dated September 24, 1965 and found at 42 U.S.C. § 2000e.

- C. **Age.** Federal laws and regulations prohibit discriminating against current or prospective employees on the basis of age. These laws and regulations include for example the Age Discrimination in Employment Act (29 U.S.C. §§ 621-634); United States Equal Employment Opportunity Commission (U.S. EEOC) regulations (“Age Discrimination in Employment Act”) found in 29 C.F.R. part 1625; the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); United States Department of Health and Human Services regulations (“Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance”) found in 45 C.F.R. part 90; and 49 U.S.C. § 5332 and the regulations implementing that statute.
- D. **Disabilities.** Federal laws and regulations prohibit discriminating against individuals on the basis of disability. These laws and regulations include for example Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. § 4151 *et seq.*); and 49 U.S.C. § 5332 and the regulations implementing that statute.
- E. **Access to Services for Persons with Limited English Proficiency.** The Vendor shall facilitate compliance with, and shall ensure that all suppliers and all subcontractors (of every tier) facilitate compliance with: (1) Executive Order No. 13166 (“Improving Access to Services for Persons with Limited English Proficiency”), found at 42 U.S.C. § 2000d-1 note and (2) applicable provisions of the United States Department of Transportation Notice (“DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons”) found at 70 Fed. Reg. 74087 and dated December 14, 2005.
- F. **Environmental Justice.** The Vendor shall facilitate compliance with, and shall ensure that all suppliers and all subcontractors (of every tier) facilitate compliance with: (1) Executive Order No. 12898 (“Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”) found at 42 U.S.C. § 4321 note and (2) United States Department of Transportation Order 5620.3 (“Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations”) found at 62 Fed. Reg. 18377 *et seq.* and dated April 15, 1997.

**5. EMPLOYEE PROTECTIONS.**

- A. The Vendor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5. The Vendor also shall comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.* to the extent that the FLSA applies to employees performing work with federal assistance involving commerce and as the federal government otherwise determines applicable.
- B. The Vendor shall ensure that every subcontractor (of all tiers) and all suppliers fully comply with the laws and regulations referenced in Article 1.5.A of these FTA Terms. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 5.B, the Vendor shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 5 and with all with all of the laws and regulations referenced in Article 5.A.

**6. ENERGY CONSERVATION.**

The Vendor shall fully comply with the standards and policies related to energy efficiency in the state energy conservation plan issued under the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, *et seq.* The Vendor also shall ensure that each supplier and each subcontractor (of every tier) fully complies with those same standards and policies. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 6, the Vendor shall ensure that each subcontract (at every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 6.

**7. GOVERNMENT-WIDE DEBARMENT & SUSPENSION.**

- A. The Vendor shall fully comply with, and shall facilitate the City's compliance with, those United States Department of Transportation regulations entitled "Nonprocurement Suspension and Debarment," which are found in 2 C.F.R. part 1200 and which adopt and supplement the United States Office of Management and Budget's "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," which are found in 2 C.F.R. part 180. The Vendor acknowledges that these regulations govern: (1) every contract at any tier under which compensation of \$25,000 or more will be paid, (2) every contract at any tier for a federally required audit (irrespective of the contract amount), and (3) every contract at any tier that must be approved by the FTA (irrespective of the contract amount).
- B. The Vendor shall ensure that it and all of its officers, principals, affiliates, suppliers, and subcontractors (of every tier) are fully eligible, without limitation, to participate in this federally funded PO and are not currently declared by any federal department or agency to be:
  - a) Debarred from participation in any federally assisted award;
  - b) Suspended from participation in any federally assisted award;
  - c) Proposed for debarment from participation in any federally assisted award;
  - d) Declared ineligible to participate in any federally assisted award;
  - e) Voluntarily excluded from participation in any federally assisted award; or
  - f) Disqualified from participation in any federally assisted Award.
- C. The Vendor at all times shall fully comply with the regulations in 2 C.F.R. part 180, subpart C, as supplemented by the regulations in 2 C.F.R. part 1200.
- D. The Vendor shall ensure that, at all times, all suppliers and all subcontractors (of every tier) fully comply with all provisions of this Article 7 to the same extent that the Vendor is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 7.D, the Vendor shall ensure that each subcontract (at every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 7.
- E. By delivering or performing under this PO, the Vendor certifies to the City that the Vendor has fully complied as of the date that this PO takes effect with all provisions in this Article 7 and that the Vendor shall continue to fully comply with all provisions in this Article 7 at all times while this PO remains in effect. The Vendor acknowledges and agrees that the certification provided by the Vendor under this Article 7.E is a material representation of fact on which the City shall rely. If at any time this certification is found by the City to be false or inaccurate in any way, that shall be deemed a material breach of this PO by the Vendor, and in such a situation the City may pursue any and all remedies available to it under this PO and otherwise at law. Additionally, the Vendor acknowledges that, if such a breach happens, the federal government also may choose to pursue any and all remedies available to it, including for example seeking the suspension and/or debarment of the Vendor.

**8. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.**

- A. The City and the Vendor acknowledge and agree that the federal government is not a party to this PO and that the federal government shall not, because of this PO, have any obligations or liabilities to the City, to the Vendor, or to anyone else. The City and the Vendor acknowledge and agree that the first sentence of this paragraph shall not be affected by the federal government concurring in, or approving of, the solicitation or award of this PO unless the federal government explicitly consents in writing to being a party to this PO.
- B. The Vendor shall ensure that each subcontract (of every tier) and each supplier contract includes a provision in which the parties to that subcontract or supplier contract acknowledge and agree that the federal government is not a party to that subcontract or supplier contract and that the federal



government shall not, because of that subcontract or supplier contract, have any obligations or liabilities to that subcontract's or supplier contract's parties or to anyone else.

**9. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS.**

- A. The Vendor shall fully comply with all provisions of the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801 *et seq.*) and with the United States Department of Transportation regulations entitled "Program Fraud Civil Remedies" that are found in 49 CFR Part 31.
- B. By delivering or performing under this PO, the Vendor certifies to the City the complete truthfulness and total accuracy of every statement that the Vendor has made, has caused to be made, shall make, or shall cause to be made that relates in any way to this PO. The Vendor acknowledges and agrees that the certification provided by the Vendor under this Article 9.B is a material representation of fact on which the City will rely. If at any time this certification is found by the City to be false or inaccurate in any way, that shall be deemed a material breach of this PO by the Vendor, and in such a situation the City may pursue any and all remedies available to it under this PO and/or otherwise at law. Additionally, the Vendor acknowledges that, if such a breach happens, the federal government also may choose to pursue any and all remedies available to it, including for example imposing penalties on the Vendor under the Program Fraud Civil Remedies Act of 1986, 18 U.S.C. §1001, and/or 49 U.S.C. § 5307(n)(1).
- C. The Vendor shall ensure that, at all times, all suppliers and all subcontractors (of every tier) fully comply with all provisions of this Article 9 to the same extent that the Vendor is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 9.C, the Vendor shall ensure that each subcontract and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 9.

**10. RECYCLED PRODUCTS.**

- A. When procuring any items designated in Subpart B of 40 C.F.R. Part 247, the Vendor shall fully comply with all requirements imposed by: (1) the Resource Conservation and Recovery Act (RCRA) § 6002, as amended and now found in 42 U.S.C. § 6962, (2) 40 C.F.R. Part 247, and (3) Executive Order 12873.
- B. The Vendor shall ensure that all suppliers and all subcontractors (of every tier) fully comply with the requirements of Article 10.A of these FTA Terms to the same extent that the Vendor is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 10.B, the Vendor shall ensure that each subcontract and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with Article 10.A just as the Vendor is required to do.

**11. SAFE OPERATION OF MOTOR VEHICLES.**

- A. The Vendor shall adopt and promote on-the-job seat belt use policies and programs for its employees and for anyone else who shall operate any vehicles in relation to this PO, regardless of whether those vehicles are owned or leased by the Vendor, the City, or another person or entity.
- B. The Vendor shall adopt and enforce workplace safety policies to minimize crashes caused by distracted drivers. These policies shall include policies that ban and discourage text messaging by anyone operating a vehicle in relation to this PO, regardless of whether those vehicles are owned or leased by the Vendor, the City, or another person or entity.

**12. FEDERAL CHANGES.**

- A. The Vendor at all times shall fully comply with all applicable FTA regulations, policies, procedures, and directives, including for example those listed or by reference in the FTA Master Agreement, as they may be issued or amended from time to time. Any failure by the Vendor to do so shall be a material breach of this PO by the Vendor.
- B. The Vendor shall ensure that all suppliers and all subcontractors (of every tier) at all times fully comply with all applicable FTA regulations, policies, procedures, and directives to the same extent that the Vendor is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 12.B, the Vendor shall ensure that each subcontract (of every tier) and

each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 12 just as the Vendor is required to do.

### **13. INCORPORATION OF FTA TERMS.**

- A. The Vendor and the City acknowledge and agree that the United States Department of Transportation requires certain provisions (the "Applicable FTA Clauses") to be included in this PO because this PO is funded at least partially with federal funds. The Applicable FTA Clauses are specified in Federal Law and are also summarized in FTA Circular 4220.1F, as it may be amended or superseded from time to time. The City and the Vendor have tried to expressly include all Applicable FTA Clauses in these Federal Contracting Requirements or elsewhere in this PO. However, the City and the Vendor agree that, if any of the Applicable FTA Clauses have not been expressly included in this PO, those Applicable FTA Clauses are nonetheless deemed incorporated into this PO by reference and shall be fully binding on the Vendor as if they had been expressly included in this PO.
- B. Notwithstanding any other provision in this PO, the Vendor and the City agree that the Applicable FTA Clauses shall take priority over all other PO provisions. This means that, if a conflict arises between another PO provision and any provision of the Applicable FTA Clauses, such that the Vendor cannot satisfy both, the Vendor shall fully comply with the Applicable FTA Clauses. In such a situation, the Vendor shall disregard the other, conflicting PO provision, but the Vendor shall do so only to the minimal extent needed to comply fully with the Applicable FTA Clauses, and the Vendor otherwise shall fully comply with that conflicting provision. In contrast, in any situation where the Vendor can comply with both another PO provision and with the Applicable FTA Clauses, even if these provisions address the same matter (for example, if another PO provision imposes an obligation on the Vendor beyond those imposed by the Applicable FTA Clauses), that will not be deemed a conflict, and in such a situation the Vendor shall fully comply with the Applicable FTA Clauses and with the other PO provision.
- C. The Vendor at all times shall: (1) fully comply with all provisions of the Applicable FTA Clauses, (2) ensure that all of the work under this PO (including, by example only and not for purposes of limitation, all subcontracted work) fully complies with all provisions of the Applicable FTA Clauses, and (3) ensure that no aspect of the work under this PO and no aspect of the Vendor's performance under this PO would cause the City or any of its officials, employees, or agents to violate any provision of the Applicable FTA Clauses. In addition, the Vendor shall not perform any act, fail to perform any act, or refuse to comply with any City request to the extent that doing any of those things would create a risk of the City or any of its officials, employees, or agents being in violation of any provision in the Applicable FTA Clauses.
- D. The Vendor shall ensure that all provisions of the Applicable FTA Clauses (including of any Applicable FTA Clauses not expressly included in this PO) are incorporated into all subcontracts (of any tier) and in all contracts with those supplying any materials, equipment, or other products such that all subcontractors of every tier and all suppliers are contractually required to comply with all provisions of the Applicable Federal Clauses.

### **14. FEDERAL ACQUISITION REGULATIONS (F.A.R.) COMPLIANCE.**

To the extent that this PO provides for or allows for any adjustment to the Vendor's compensation based on costs or expenses incurred by the Vendor, any such adjustment will be determined based solely on any costs or expenses that: (A) are incurred in full compliance with all of this PO's provisions, (B) for which the City is clearly required under this PO to reimburse the Vendor, (C) are allowable, allocable, and reasonable, as those terms are defined and used in the Contract Cost Principles of the Federal Acquisition Regulations (F.A.R.) System (found in 48 C.F.R., Ch.1, Pt.31), including as those principles may be further defined or implemented by regulations or guidance adopted by the federal government, and (D) are otherwise allowed under applicable law.

### **15. CLEAN AIR.**

- A. The Vendor shall fully comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 U.S.C. §§ 7401, *et. seq.*, as amended). The Vendor shall promptly notify the City if the Vendor receives notice of any possible or actual violation (a "Clean Air Act Violation") of the Clean Air

Act or of any of those standards, orders, or regulations, and the Vendor shall provide the City with all information that the Vendor has about the actual or possible violation. The Vendor acknowledges and agrees that the City may be required by law to report (or that the City may choose to report, even if not required by law) any actual or possible Clean Air Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities, and the Vendor shall not be entitled to any remedy because the City does so.

- B. The Vendor shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions: (1) requiring each subcontractor and each supplier to promptly notify the Vendor and the City if the subcontractor or supplier receives notice of any possible or actual Clean Air Act Violation and to provide the Vendor and the City with all information that the subcontractor or supplier has about the actual or possible violation and (2) in which each subcontractor and each supplier acknowledges and agrees that the City may be required by law to report (or that the City may choose to report, even if not required by law) any actual or possible Clean Air Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities and that the subcontractor or supplier shall have no claim, right, or remedy against the City or against any City official, employee, or agent because the City does so.

#### **16. CLEAN WATER.**

- A. The Vendor shall fully comply with all applicable standards, orders, and regulations issued under the Water Pollution Control Act (33 U.S.C. §§ 1251, *et. seq.*, as amended). The Vendor shall promptly notify the City if the Vendor receives notice of any possible or actual violation (a “Clean Water Act Violation”) of the Water Pollution Control Act or of any of those standards, orders, or regulations, and the Vendor shall provide the City with all information that the Vendor has about the actual or possible violation. The Vendor acknowledges and agrees that the City may be required by law to report (or that the City may choose to report, even if not required by law) any actual or possible Clean Water Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities, and the Vendor shall not be entitled to any remedy because the City does so.
- B. The Vendor shall ensure that all subcontracts (of any tier) and all contracts with those supplying any materials, equipment, or other products include provisions: (1) requiring each subcontractor and each supplier to promptly notify the Vendor and the City if the subcontractor or supplier receives notice of any possible or actual Clean Water Act Violation and to provide the Vendor and the City with all information that the subcontractor or supplier has about the actual or possible violation and (2) in which each subcontractor and each supplier acknowledges and agrees that the City may be required by law to report (or that the City may choose to report, even if not required by law) any actual or possible Clean Water Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities and that the subcontractor or supplier shall have no claim, right, or remedy against the City or against any City official, employee, or agent because the City does so.

#### **17. LOBBYING.**

- A. The Vendor shall fully comply with 31 U.S.C. § 1352, as amended; with any regulations implementing that statute; and with any non-superseded guidance about that statute issued by the federal government (this statute, those regulations, and that guidance together are the “Byrd Anti-Lobbying Amendment”).
- B. The Vendor shall ensure that each subcontractor (of every tier) and all of those supplying any materials, equipment, or other products fully comply with all requirements imposed by the Byrd Anti-Lobbying Amendment. In addition to taking any other steps necessary and appropriate to satisfy its obligations under this Article 17.B, the Vendor shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with all requirements imposed by the Byrd Anti-Lobbying Amendment and by this Article 17.

- C. In addition to complying with all other requirements of the Byrd Anti-Lobbying Amendment, in order to comply fully with the Byrd Anti-Lobbying Amendment for purposes of this Article 17, the Vendor and each subcontractor and supplier must file one or more certifications as required by 49 C.F.R. Part 20 (entitled “New Restrictions on Lobbying”).
  - 1. In addition to all other consequences and implications provided by law for filing such a certification, when a subcontractor files one, the subcontractor is deemed to certify to the Vendor or subcontractor at the tier immediately above it that the certifying subcontractor has not, and shall not, use any federal funds to pay any person, entity, or organization to influence or attempt to influence an officer or employee of any governmental agency, any member of Congress, any officer or employee of Congress, or any employee of a member of Congress concerning or in connection with any federal contract, federal grant, or any other award covered by the Byrd Anti-Lobbying Amendment.
  - 2. When filing such a certification, the Vendor and each subcontractor and supplier also shall disclose along with that certification the name of any registrant under the Lobbying Disclosure Act of 1995 who has been paid non-federal funds to make lobbying contacts on the certifier’s behalf concerning or in connection with any federal contract, federal grant, or any other award covered by the Byrd Anti-Lobbying Amendment. All of these disclosures shall be made on forms designated by the City. Each subcontractor and supplier shall promptly forward to the Vendor or subcontractor at the tier immediately above it all such disclosures that the subcontractor or supplier receives from anyone involved in any way in the work under this PO (e.g., lower-tier subcontractors), and the Vendor shall promptly provide the City with the Vendor’s own disclosures and with all such disclosures that the Vendor receives from subcontractors and suppliers.

**18. CONTRACT WORK HOURS & SAFETY STANDARDS ACT.**

- A. No laborer or mechanic, during any workweek in which he is involved in any way with work under this PO, may work more than forty (40) hours unless he is paid at least one and one-half times his base pay rate for all hours over forty (40) that he works during that workweek. The obligations imposed by this Article 18.A shall be referred to as the “Overtime Requirements.”
- B. The Vendor shall ensure that the Overtime Requirements are fully satisfied with respect to any individual who performs any part of the work under this PO, including for example with respect to any such individual who is employed by a subcontractor of any tier.
- C. Any violation of the Overtime Requirements by the Vendor or by any subcontractor or supplier shall be:
  - (1) a material breach of this PO by the Vendor and (2) a material breach by that subcontractor or that supplier of its subcontract or its supplier contract.
    - 1. If such a breach happens, in addition to all other remedies provided by this PO or by the law, the Vendor and any subcontractor or supplier that violated the Overtime Requirements shall be jointly and severally liable to the laborer or mechanic at issue for all wages that were not paid to that laborer or mechanic in accordance with the Overtime Requirements.
    - 2. If such a breach happens, in addition to all other remedies provided by this PO or by the law, the Vendor and any subcontractor or supplier that violated the Overtime Requirements shall be jointly and severally liable to the federal government for liquidated damages. Those liquidated damages shall be computed with respect to each individual laborer or mechanic who was underpaid, including each underpaid watchman and guard, as follows: Ten dollars (\$10.00) for each calendar day that each mechanic or laborer was required or permitted to work more than forty (40) hours during a workweek without being paid in accordance with the Overtime Requirements.
    - 3. Whether or not the federal government asks or instructs the City to do so, the City may withhold (or may cause to be withheld) from any moneys owed to the Vendor and/or to any subcontractor or supplier that violated the Overtime Requirements such sums that the City determines may be necessary to satisfy any liabilities of the Vendor and/or that subcontractor or supplier for the unpaid

wages and/or for the liquidated damages contemplated by this Article 18. These sums may be withheld from any moneys owed to the Vendor and/or to that subcontractor or supplier under: (1) this PO, (2) any subcontract or supplier contract, and/or (3) any other contract or subcontract, under which the compensation to be paid shall be funded at least partially with federal funds.

- D. The Vendor shall ensure that the Vendor, all subcontractors (of every tier), and all suppliers shall: (i) prepare and maintain complete and accurate payroll records that fully comply with this Article 18 and with all industry standard accounting and employment practices and (ii) maintain all of those payroll records and make them available for inspection and copying as required for Contract Records under Article 2 of these Federal Contracting Requirements.
  - 1. These payroll records must include payroll information for all individuals who perform any of the work under this PO, including by example for all guards and watchmen who perform any of that work.
  - 2. These payroll records must contain the following information for each employee: (a) his name and address, (b) his social security number, (c) his employment classifications, (d) the hourly or other rates at which he was paid, (e) the number of hours that he worked each day and each week, (f) detailed information about the deductions made from his pay, and (g) the actual wages paid to him.
- E. The Vendor shall allow the City, the FTA, the federal Department of Labor, and any of their agents or representatives to interview during working hours any employees or other personnel who have performed, are performing, or are expected to perform any part of the work under this PO. The Vendor also shall ensure that all subcontractors (of every tier) and all suppliers allow such interviews to be conducted.
- F. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 18 to ensure that all subcontractors and all suppliers fully comply with this Article 18, the Vendor shall ensure that all subcontracts (of any tier) for any part of the work under this PO and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with Article 1.18 of these Federal Contracting Requirements.

#### **19. PROCUREMENT OF RECOVERED MATERIALS.**

- A. The Vendor shall fully comply with Section 6002 of the Solid Waste Disposal Act, as that statute has been amended by the Resource Conservation and Recovery Act and by any other legislation.
- B. In addition to taking all other steps necessary and appropriate to satisfy its obligations under Article 19.A of these Federal Contracting Requirements, the Vendor shall do all of the following:
  - 1. Ensure that, whenever any material or product is procured for or related to this PO, and that material or product is listed or identified in those Environmental Protection Agency (EPA) regulations in 40 C.F.R. Part 247, the material or item is procured so that it contains the highest percentage of recovered materials that is practicable while still maintaining a satisfactory level of competition in the procurement process. Except to the extent that Federal Law may otherwise provide, the requirements of this Article 19.B.1 shall apply only where the purchase price of a particular material or product exceeds \$10,000 or where the value of the quantity of that material or product acquired during the preceding fiscal year exceeded \$10,000.
  - 2. Ensure that all solid waste management services used for or in relation to the work under this PO are procured in a manner that ensures that those services shall maximize energy and resource recovery.
  - 3. Establish an affirmative program for the procurement of recovered materials identified in those Environmental Protection Agency (EPA) regulations in 40 C.F.R. Part 24.
- C. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 19 of these Federal Contracting Requirements, the Vendor shall ensure that all subcontracts (of every

tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with this Article 19 to the same extent that the Vendor must do so and to facilitate, support, and cooperate in the Vendor's compliance with this Article 19.

**20. DHS SEAL, LOGO, AND FLAGS.**

The Vendor shall not use, and the Vendor shall ensure that no subcontractor or supplier uses, any Department of Homeland Security ("DHS") seals, logos, crests, or flags, or the likeness of any DHS agency official, without specific, express, and written pre-approval to do so from DHS. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 20 to ensure that all subcontractors and all suppliers fully comply with this Article 20, the Vendor shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with this Article 20 of these FTA Terms.

**21. FLY AMERICA.**

- A. The Vendor shall fully comply with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118, as amended) and those United States General Services Administration regulations entitled "Use of U.S. Flag Air Carriers" that are found at 41 C.F.R. §§ 301-10.131 through 301-10.143 (together, this statute and those regulations shall be referred to as the "Air Travel Requirements").
- B. The Vendor shall ensure that all subcontractors (of every tier) and all suppliers fully comply with the Air Travel Requirements and with this Article 21 of these Federal Contracting Requirements. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 21.B, the Vendor shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with this Article 21 and with the Air Travel Requirements.
- C. In addition to taking all other steps necessary and appropriate to fully comply with the Air Travel Requirements, the Vendor and all subcontractors and suppliers shall use only U.S.-flag air carriers for any international air transportation that is used to transport any person or any property for or in relation to this PO. The requirements of this Article 21.C shall not apply, however, to the extent that any needed air transportation is not provided by any U.S.-flag air carriers.

**22. CARGO PREFERENCE.**

- A. Whenever shipping any equipment, material, other product, or other commodity needed for or otherwise related to this PO, the Vendor shall use privately owned U.S.-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers). This requirement, however, shall apply only to the extent that privately-owned U.S.-flag commercial vessels are available for such shipping at fair and reasonable rates for U.S.-flag commercial vessels.
- B. Within twenty (20) days after the date of loading for a shipment originating within the United States, and within thirty (30) days after the date of loading for a shipment originating outside of the United States, the Vendor shall provide complete and legible copies of a rated, "on-board" commercial ocean bill-of-lading in English for that shipment to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the City (through the Vendor in the case of a subcontractor's bill-of-lading).
- C. The Vendor shall ensure that all subcontractors (of every tier) and all suppliers fully comply with the requirements of Article 23.A and Article 23.B of these Federal Contracting Requirements to the same extent that the Vendor must comply with them. In addition to taking all other necessary and appropriate steps to satisfy its obligations under.

**23. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.**

The Vendor, by entering into this PO certifies that, consistent with 2 C.F.R. § 200.216 it will not use “covered telecommunications equipment or services” (as that term is defined in Section 889 of Public Law 115-232) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system provided under this PO. The Vendor will include a requirement not to use such “covered telecommunications equipment or services” in any subcontracts for the provision of “covered telecommunications equipment or services” let under this PO.

As used in this clause “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service. “Covered telecommunications equipment or services” as used in this clause, includes but is not limited to:

- A. Telecommunications equipment produced by Huawei Technologies Vendor or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Vendor, or Dahua Technology Vendor (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities listed in a) or b) or using such equipment provided by entities listed in a) or b).
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**24. NOTICE OF DISPUTES, BREACHES, DEFAULTS, AND LITIGATION.**

If a current or prospective legal matter that may affect the City or the federal government emerges, the Vendor must notify the City. The Vendor must include a similar notification requirement in each of its subcontracts for twenty-five thousand dollars (\$25,000) or more.

- A. Legal disputes that require notification under this provision include, but are not limited to, a major dispute, breach, default, litigation, or naming the City or naming the federal government as a party to litigation or a legal disagreement in any forum for any reason.
- B. Matters that may affect the federal government (and thereby the City) include, but are not limited to, the or the federal government’s interests in the award, the accompanying underlying agreement, and any amendments thereto, or the federal government’s administration or enforcement of federal laws, regulations, and requirements.
- C. Additional notice to U.S. DOT Inspector General. The Vendor must promptly notify the U.S. DOT Inspector General in addition to the FTA chief counsel or regional counsel for FTA region 4, if the company has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the false claims act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is the subject of this contract, another contract funded by the FTA, or an agreement involving a principal, officer, employee, or agent of the Vendor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a

criminal indictment, or any other credible information in the possession of the Vendor. In this paragraph, "promptly" means to refer information without delay and without change.

**25. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

As appropriate and to the extent consistent with law, the company should, to the greatest extent practicable under the PO, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For the purposes of this clause, (i) "produced in the united states" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the united states, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



**ATTACHMENT 2**  
**AVIATION SPECIFIC FEDERAL TERMS**

This Attachment is attached and incorporated into the Purchase Order (“PO”) between the City of Charlotte and your company (the “Vendor”), and is applicable if the Vendor does work for the City of Charlotte Aviation Department (also known as “Charlotte Douglas International Airport or “CLT”). This Attachment is attached and incorporated into the City of Charlotte Federal Contract Terms and Conditions for Purchase Orders (the “Federal Terms Exhibit”). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the PO and the main body of the Federal Terms Exhibit. In the event of a conflict between this Attachment and the PO or the main body of the Federal Terms Exhibit, or any other exhibit or appendix, the terms of this Attachment shall govern.

**1. COMPLIANCE WITH SECURITY MEASURES. To the extent applicable based on the scope of the work provided by Vendor, Vendor acknowledges and agrees that:**

- 1.1.** The City’s Aviation Department has offices in the secured area of the Terminal, access to which is subject to security measures imposed by the United States (“Security Plan”) and enforced by the Transportation Security Administration;
- 1.2.** Access to the Aviation Department, to the airfield or other secured area by Vendor’s officers and employees shall be limited to and conditioned upon compliance with the Security Plan as it exists upon the effective date of this PO, and as may be modified from time to time;
- 1.3.** Vendor’s officers and employees who need regular access to the secured areas will have to apply for and qualify for security identification badges (“Security Badges”) issued by the Aviation Director; and
- 1.4.** City shall not be liable to Vendor for any diminution or deprivation of Vendor’s rights hereunder on account of the inability or delay of Vendor or his officers or employees to obtain a Security Badge, regardless of the reason.
- 1.5.** Vendor shall company and ensure its employees comply with the Airport’s Security Standards and AOA Standards, as amended from time to time, which can be found at [www.cltairport.com/credentialing](http://www.cltairport.com/credentialing)

**2. GENERAL CIVIL RIGHTS PROVISIONS.**

- 2.1.** In all its activities within the scope of its airport program, the Vendor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Vendor and subcontractors from the bid solicitation period through the completion of the contract.

**3. TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES. During the performance of this PO, the Vendor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Vendor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

- 3.1.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 3.2.** 49 C.F.R. part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 3.3.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- 3.4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 3.5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- 3.6. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 3.7. The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 3.8. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- 3.9. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 3.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- 3.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- 3.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq.).

**4. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS: During the performance of this PO, the Vendor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Vendor”), agrees as follows:**

- 4.1. Compliance with Regulations: The Vendor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this PO.
- 4.2. Nondiscrimination: The Vendor, with regard to the work performed by it during the PO, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Vendor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
- 4.3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Vendor of the contractor’s obligations under this PO and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4.4. Information and Reports: The Vendor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records,

accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Vendor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- 4.5. Sanctions for Noncompliance:** In the event of a Vendor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (a) Withholding payments to the Vendor under the contract until the Vendor complies; and/or (b) cancelling, terminating, or suspending a contract, in whole or in part.
- 4.6. Incorporation of Provisions:** The Vendor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Vendor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Vendor may request the City to enter into any litigation to protect the interests of the City. In addition, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.