TERMS AND CONDITIONS OF PURCHASE

1. This purchase order ("purchase order" or "contract") is a legal, binding contract and may not be amended except in writing, signed by both parties, such as by formal, written change order from the County Purchasing Office.

2. The County of Henrico (the "County") shall not be bound in any manner for goods delivered or services rendered except on the basis of this purchase order including these terms and conditions. The terms "supplier" and "contractor" refer to the party providing goods or services to the County pursuant to this purchase order.

3. Goods and services must be delivered and rendered strictly in accordance with the applicable bid or quotation and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of the bid or quotation.

4. All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark.

5. The supplier shall indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents, and employees from any claims, damages, suits, actions, liabilities, and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any goods and/or services, the failure to provide any goods and/or services and/or the use of any services and/or goods furnished (or made available) arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase order by the supplier, including but not limited to claims or allegations of intellectual property infringement, bodily harm, property damage, or wrongful death, provided that such liability is not attributable to the County's sole negligence. In the event that suit is brought against the County, its officers and/or its employees (either independently or jointly with the supplier), arising out of this purchase order and/or the goods and/or services that are the subject of this purchase order, the supplier shall defend the County, its officers and employees, in any such suit at no cost to them. In the event that final judgment is obtained against the County, its officers and/or its employees, either independently or jointly with the supplier, then the supplier shall pay such judgment, including costs and attorneys fees, if any, and hold the County, its officers and employees, harmless therefrom.

6. To the extent that any terms and conditions contained in the supplier's acknowledgement, bid, or other forms conflict with those contained in this purchase order, those contained in the purchase order shall prevail.

7. Except for subscription services, the County shall not pay for any goods or services until they have been delivered or rendered.

8. The County will pay for goods delivered or services rendered in compliance with the terms, conditions, and specifications of this purchase order either on the date on which payment is due under the terms of this purchase order or, if no date is set out in this purchase order, not more than 45 days after the goods or services are received in full by the County or not more than 45 days after the invoice is received by the County, whichever is later. **If this purchase order is for goods or services in excess of $100,000, then the supplier must submit a signed Anti-Lobbying Certification with its invoice before the County will be obligated to make payment.** See the last page of these Terms and Conditions.

9. Unless otherwise provided in this purchase order, if the County fails to pay by the payment date, the County agrees to pay the finance charge assessed by the supplier, which shall not exceed one percent per month.

10. Unless otherwise provided in this purchase order, all prices must be F.O.B. delivered to the point as indicated on the front of the purchase order. The County will grant no allowance for boxing, crating, or delivery unless specifically provided for in the bid or quotation. When a specific purchase is quoted or negotiated F.O.B. shipping point, the supplier shall ship prepaid, add the charges to invoice, and attach the original receipted freight bill to the invoice.

11. The supplier shall indicate the purchase order number on the front of each invoice and on the outside of each package or shipping container.

12. The County is exempt from the payment of federal excise and state sales taxes. If any such tax is included on the invoice, it must be shown as a separate item. Tax exemption certificates will be furnished to the supplier upon request.

13. Cash discounts shall be deducted as indicated on the front of this purchase order or in accordance with the terms of the quotation or bid.

14. The supplier shall not, in its product literature or advertising, refer to this purchase order or the use of the supplier's goods or services by the County.

15. If this purchase order is over $10,000:

    (1) During the performance of this purchase order, the supplier agrees as follows:

        a. The supplier will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the supplier. The supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

        b. The supplier, in all solicitations or advertisements for employees placed by or on behalf of the supplier, will state that such supplier is an equal opportunity employer.

        c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

    (2) The supplier will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or supplier.

16. During the performance of this purchase order, the supplier agrees to (i) provide a drug-free workplace for the supplier's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the supplier that the supplier maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or supplier.

    For the purposes of this section, "*drug-free workplace"* means a site for the performance of work done in connection with a specific contract or purchase order awarded to a supplier in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful

manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract or purchase order.

17. Henrico County does not discriminate against faith-based organizations as that term is defined in Virginia Code § 2.2-4343.1.

18. In the event that the supplier fails to deliver the goods or services within the time specified, or if the supplier otherwise defaults, the County may, after reasonable notice, procure such goods or services from other sources. In such event, the supplier shall be liable to the County for any additional cost occasioned by such failure to deliver or other default.

19. The County welcomes and encourages the participation of small businesses, businesses owned by women and minorities, businesses owned by service disabled veterans and employment service organizations in procurement transactions made by the County.

20. The supplier expressly agrees; both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property who or which may come on County property or be affected by the supplier's operation in connection with the performance of the purchase order.

21. The supplier shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the purchase order.

22. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this purchase order.

23. This purchase order shall be governed by and interpreted under the laws of the Commonwealth of Virginia without regard to its conflict of law rules. Any dispute arising out of this purchase order, its performance, or its interpretation, shall be initiated and tried only in the courts of the County of Henrico, Virginia.

24. Authorization to Transact Business in the Commonwealth

    (1) A business entity organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

    (2) Any business entity described in subsection (1) that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

25. The supplier does not, and shall not during the performance of this purchase order for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

26. Payment Clauses Required by Va. Code § 2.2-4354

    (1) In the event that the Supplier has not received payment from the County for work performed by a subcontractor under a construction , the Supplier shall be liable for the entire amount owed to such subcontractor and to pay such subcontractor within 60 days of the receipt of an invoice following satisfactory completion of the work for which the subcontractor has invoiced.

The Supplier shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the Supplier withholds all or a part of the amount invoiced by the subcontractor under the terms of the contract, the Supplier shall notify the subcontractor within 50 days of the receipt of such invoice, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and the lower-tier subcontractor responsible for the contractual noncompliance. Payment by the party contracting with the Supplier shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of the Supplier's receiving payment for amounts owed to that contractor.

(2) The Supplier awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to the Supplier by the County for work performed by the Supplier's subcontractor(s) under the contract:
   a. Pay the subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or

   b. Notify the County and subcontractor(s), in writing, of the Supplier's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

(3) Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

(4) The Supplier shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).

(5) The Supplier's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

27. It is understood and agreed that this contract shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funds are exhausted. The supplier shall not be entitled to seek redress from the County of Henrico, Virginia should the Board of Supervisors fail to make annual appropriations for this contract.

28. If this contract is for goods or services in excess of $10,000, the following provisions apply: (i) the use of forced or indentured child labor in the performance of the contract is prohibited; and (ii) the contractor must include such prohibition in every subcontract or purchase order that exceeds $10,000, so that the prohibition will be binding upon each subcontractor or vendor.

29. Artificial Intelligence Systems Clause

The following terms apply to any artificial intelligence system, as defined in the Advancing American AI Act, section 7223(4) of Pub. L. 117-263 ("AI System") provided or used in the Supplier's performance of this contract.

1. If the Supplier will provide or use an AI System owned and/or operated by a third party ("Service Provider") in the Supplier's performance of this contract, the Supplier is responsible for ensuring that the AI System conforms with this clause and the County's Artificial Intelligence (AI) Policy found at:

https://employees.henrico.gov/employment/policies/section13/#1309. All AI Systems must conform to Virginia and federal law.

2. The County retains full ownership of, and will own, all data, information, personally identifiable information, or content (collectively, "Data") submitted to the AI System by, or on behalf of, the County, including but not limited to user prompts, queries, instructions, system prompts, source data, documents, knowledge bases, and any other information or content submitted to the AI System by, or on behalf of, the County.
3. The County retains full ownership of, and will own, all Data generated by the AI System with County Data or County usage context, including but not limited to responses, results, analyses, anonymized data, derivative data, metadata, logs, synthetic data, and any other output or action produced by the AI System but excluding technical system-level data that contains no County Data or County usage context, such as performance metrics, token counts, and processing times.
4. The County retains full ownership of, and will own, all Custom Developments. The Supplier and Service Provider must dedicate Custom Developments to the County's exclusive use and treat Custom Developments (and all associated Data) as the County's confidential information. The Supplier and Service Provider must not use, reproduce, or derive benefit from Custom Developments for any other purpose, or for any other party, without express written authorization from the County's Department of Information Technology. The term "Custom Developments" means any design of or modifications, customizations, configurations, or enhancements to AI Systems or associated implementations or workflows, and any related work product or deliverables, in each case developed specifically for the County under this contract, including any modifications, customizations, configurations, or enhancements to AI Systems, or models as a result of model training or fine-tuning. The term "Custom Developments" excludes any background intellectual property existing prior to entry into this contract or developed independently by the Supplier or Service Provider without use of or reference to the County's confidential information or design specifications during the term of this contract.
5. The Supplier must use the County's Data only to perform the specific requirements of the contract; provide technical support and maintenance as required to perform this contract; and provide such other services as may be expressly authorized in writing by the County's Department of Information Technology. County Data and County usage context must not be used to train the AI System or models.
6. To the extent the Supplier or Service Provider obtains any intellectual property rights in County Data, or any improvements, enhancements, feedback, or derivative works thereof, the Supplier assigns and transfers all such rights to the County effective immediately upon creation.
7. The Supplier grants to the County an irrevocable, royalty-free, non-exclusive license to use the AI System for the duration of this contract for any lawful County purpose. This license includes the right to (i) operate and access the AI System through agreed-upon methods; (ii) input and receive Data; (iii) allow authorized County personnel and contractors to use the AI System; and (iv) integrate the AI System with the County's systems as necessary for any lawful County purpose (except that County systems may not be connected to AI Systems without prior written approval from the County's Department of Information Technology). The AI System must not refuse to produce outputs or conduct analyses based on the Supplier's or Service Provider's discretionary policies. This requirement does not require retraining of the model or alteration of model weights.
8. The Supplier and Service Provider must implement reasonable technical, administrative, physical, and organizational safeguards to protect County Data from loss, damage,

destruction, unauthorized alteration, or corruption, and prevent its unauthorized, accidental, or unlawful access, disclosure, use, or processing.

9. The Supplier and Service Provider must implement “eyes off” Data handling procedures that restrict human review of County Data except as strictly necessary to provide the AI System for performance of this contract or respond to incidents (including ensuring that any human access to County Data must be logged, justified, and limited to the minimum necessary for functionality), and such access must be transparently logged and visible to the County.
10. The Supplier and Service Provider must comply with the following Data localization requirements. The Supplier and Service Provider (i) must not remove or allow removal of any County Data from the agreed-upon premises or authorized services and (ii) must not transmit, store, take, or access County Data, or allow County Data to be transmitted, stored, taken, or accessed by any means outside the agreed-upon premises or authorized services, without express written consent from the County’s Department of Information Technology.
11. The Supplier and Service Provider must implement and maintain appropriate technical and organizational measures to ensure that all County Data is logically segregated from the Data of any non-County customer or client and not commingled with Data of other customers or clients, and the Supplier and Service Provider must provide adequate defense in depth through access controls, policy enforcement points, labeling, and/or encryption mechanisms and must perform continuous monitoring to protect against unauthorized access by external and internal threat actors, third parties, or disclosure resulting from human or machine error.
12. Upon completion, termination, or expiration of the contract, unless otherwise directed by the County in writing, the Supplier and Service Provider must securely delete all County Data and any Custom Developments from the AI System and all its other systems and all copies, backups and derivatives thereof, and certify deletion to the County in writing.
13. The County retains full ownership of, and will own, all feedback provided by the County to the Supplier and/or Service Provider with respect to the AI System or Custom Developments, regardless of whether feedback is provided by County personnel, the Supplier, Service Provider, or through automated processes. If feedback includes County Data and/or confidential information, such feedback may not be used for system improvement or any other purposes (other than the performance of this contract).
14. The Supplier must:
    a. Disclose to the County all AI Systems used in performance of this contract.
    b. Use only AI Systems developed and produced in the United States and that host all applications and data in the United States. The use of foreign AI Systems in the performance of this contract, including any AI components manufactured, developed, or controlled by non-U.S. entities, is prohibited.
    c. Provide a means for the County to implement human oversight, intervention, and traceability (including disclaimers that the content was generated by an AI System). If the AI System uses intermediary processing (such as reasoning, retrieval, or agentic processes), the AI System must summarize intermediary steps from Data input to Data output and make this information accessible through Data output, audit trail, and the user interface, if applicable. At a minimum, the AI System must provide (i) summarized intermediate processing actions and decision points; (ii) model routing decisions with accompanying rationale; and (iii) retrieval methods employed, including complete source attribution with direct links and relevant excerpts from materials used in response generation.

d. Comply with Virginia's security breach laws (including §§ 18.2-186.6 and 32.1-127.1:05 of the Code of Virginia) in the event of any confirmed or suspected security incident.

FEDERAL CONTRACT PROVISIONS

When specifically stated in the Purchase Order, the following Federal Contract Provisions shall apply.

1. Debarment and Suspension Clause (2 C.F.R. PART 200 APPENDIX II(h))

(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. 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, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The contractor 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 contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2. Procurement of Recovered Materials Clause (2 C.F.R. § 200.322)

(1) 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—
   (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (b) Meeting contract performance requirements; or
   (c) At a reasonable price.

(2) 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.

(3) The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. Byrd Anti-Lobbying Clause (2 C.F.R. PART 200 APPENDIX II(I))

(1) 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.

(2) Required Certification. If applicable, contractors must sign and submit to the agency the following certification. (See the separate Anti-Lobbying Certification attached to the end of these Terms and Conditions.)

(3) 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, 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.

4. Termination of Cause and Convenience (2 C.F.R. PART 200 APPENDIX II(B))

The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5. Contract Work Hours and Safety Standards Act (29 C.F.R. 5.5(b))
Required in all contracts over $100K utilizing mechanics or laborers (as defined in 40 U.S.C §§ 3701)

(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 (b)(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 (b)(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 (b)(1) of this section.

(3) Witholding for unpaid wages and liquidated damages. The County 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 (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

6. Clean Air Act and the Federal Water Pollution Control Act Clauses (2. C.F.R. PART 200 APPENDIX ii(G))

(1) The contactor 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 and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency ("FEMA"), 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.

(4) 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.

(5) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(6) 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.

7. Legal/Contractual/Administrative Remedies for Breach (2 C.F.R. Part 200, APPENDIX II(A))

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

8. Equal Employment Opportunity Clause (2 C.F.R. PAR 200 APPENDIX II(C))

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.

9. Davis-Bacon Act Clause (2C.F.R. PART 200 APPENDIX II(D))
Required for certain construction contracts over $2K

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 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.

(2) 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.

10. Copeland Anti-Kickback Act (40 U.S.C. 3145)
Required in all construction contracts over $2K (does not apply to PA grants)

(1) 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.

(2) 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.

(3) 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.

11. Rights to Inventions Made Under a Contract or Agreement Clause (2 C.F.R. PART 200 APPENDIX II(F))

The contractor will comply with the requirements of 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 FEMA.

12. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the County, 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 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.

13. **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.

14. **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.

15. **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.

16. **Program Fraud and False or Fraudulent Statements 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 pertaining to this contract.

ANTI-LOBBYING CERTIFICATION

Byrd Anti-Lobbying Clause (2 C.F.R. PART 200 APPENDIX II(I))

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.

Required Certification. If applicable, contractors must sign and submit to the agency the following certification.

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

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.

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.

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, 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

_____
Name and Title of Contractor’s Authorized Official