

CITY OF PEMBROKE PINES TERMS AND CONDITIONS

The following Terms and Conditions are applicable to each Purchase Order ("PO") entered into by and between the City of Pembroke Pines ("CITY") and Vendor, as named on this PO (hereinafter "Parties"), for the one-time purchase of certain commodities or the provision of one time services. Hereafter, CITY and Vendor may be collectively referred to as "Vendor." Unless otherwise agreed to by the Parties in a signed formal executed agreement, these Terms and Conditions shall prevail over any of Vendor's general terms and conditions of sale to the extent of such terms, inconsistency, regardless of whether Vendor submitted its sales contract or such terms. These Terms and Conditions may be amended or modified in a writing stating specifically that it amends these Terms and Conditions and is signed by an authorized representative of each Party. City reserves the right to require Vendor to agree to additional terms in a formal executed agreement governing the services or goods to be provided hereunder. Fulfillment of this PO constitutes acceptance of these terms. Acceptance shall be presumed unless Vendor provides rejection, in writing, to CITY within ten (10) calendar days of receipt of this PO. If any term or provision of this PO is invalid or inapplicable, such invalidity or unenforceability shall not affect any other term or provision of this PO.

GENERAL PO TERMS

City Attorney Approval: The City Attorney has approved these standard terms and conditions as to the work and legality. Accordingly, no modification of these terms and conditions shall be binding upon the CITY unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other documents pertaining to the transaction which is the subject of this PO, except for a formal executed agreement between both Parties, these terms and conditions shall prevail.

Assignment: Any assignment of this PO or the performance of the Vendor hereunder, in whole or in part, is prohibited.

Excusable Delays: The CITY may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the CITY and such delay or failure to perform is due to Uncontrollable Forces. "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this PO and which is beyond the reasonable control of the party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Such a grant for additional time must be in writing as an amendment to this PO.

Default: In the event of default by the Vendor, the CITY may procure the goods and/or services covered by this PO from other sources and hold the Vendor responsible for any excess costs occasioned thereby, in addition to all other remedies available to the CITY either at law or in equity.

Termination: CITY, acting through its City Manager or his/her designee, reserves the right to terminate this PO in whole or in part if: (1) Vendor fails to perform in accordance with any of the requirements of this PO or (2) Vendor becomes insolvent or suspends any of its operations; or (3) if any petition is filed or proceeding commenced by or against Vendor under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to CITY except for completed services or goods delivered and accepted by the CITY. Vendor will be liable for excess costs of any re-procurement necessary to be terminated by CITY for cause or convenience. In the event Vendor abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, Vendor shall indemnify CITY against any loss pertaining to this termination. Vendor shall be paid its compensation for services performed to termination date.

Payment: By accepting this PO, the Vendor agrees that payment terms shall be Net 30 unless otherwise stated. All payments shall be governed by the Local Prompt Payment Act, as set forth in Florida Statutes, Chapter 218, Florida Statutes. Vendor shall tender an original invoice to the City of Pembroke Pines, request Department as indicated by the requester on the front of the Purchase Order. If no "Bill To" address has been provided, please send invoices: Accounts Payable, 601 City Center Way, 3rd Floor, Pembroke Pines, FL 33025, accounts payable@ppines.com.

Tax: The CITY is exempt from Federal and State taxes for tangible personal property. Vendors doing business with the CITY, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any Vendor be authorized to use the CITY's Tax Exemption Certificate in securing other contracts.

Responsibility: The CITY is not responsible for the payment of any commodities delivered or services performed unless the commodities or services are the subject of an authorized CITY PO or change order, issued by the Procurement Department.

Acceptance: Vendor's acceptance of this PO shall be presumed unless the Vendor provides its rejection, in writing, to the CITY's representative who sent the PO as well as the CITY's Procurement Department and the City Manager within five (5) calendar days of receipt of this PO.

Representative: All Parties to this PO agree that the representatives approving, issuing and accepting this PO possess full and complete authority to bind their respective Parties to the terms and conditions provided herein.

Payment Changes: Payments shall be made only to the Vendor at the address as set forth on this PO unless the Vendor has requested a change thereto on official company letterhead, signed by an authorized officer of the Vendor, along with any other documents as required by the CITY.

Anti-Discrimination: Vendor shall not discriminate against any person in its operations, activities or delivery services. Vendor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be reasonably justified as a business necessity.

Independent Contractor: This PO does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor is an independent contractor under this PO and the CITY's employee for all purposes. This PO shall not be construed as creating any joint employment relationship between the Vendor and the CITY and will not be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and/or overtime compensation.

Compliance with Laws: Vendor certifies that in performing under this PO, it will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders. Further, if Vendor is required by this PO to deliver, install, repair, replace or otherwise be on the grounds of a school, then Vendor agrees and understands that it must abide by the regulations provided for in the Jessica Lunsford Act - Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or licensees with a Florida public school or district.

Liability/Copyright/Patent: Vendor shall save and hold harmless the CITY, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to the CITY or used in the performance of this order.

Indemnification: Vendor shall indemnify, hold harmless and defend the CITY, its trustees, elected and appointed officers, employees, agents, servants and assigns from and against any and all claims, demands, damages, liability, judgments or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including parties' attorneys' fees, judgments or decrees, incurred by the CITY or any third party, as a result of any omission or negligent act by the Vendor, its officers, employees, agents, subcontractors or assignees arising out of or related to this PO. Vendor's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this PO plus the compensation received by Vendor. The CITY's rights and remedies shall not be limited by the amount of insurance coverage.

Occupational Safety and Health: Vendor must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of the order under this PO must be accompanied by a Material Safety Data Sheet (M.S.D.S.).

Publicity: No endorsement by the CITY of the product and/or service will be used by Vendor in any way, manner or form in product literature, advertising, or for any other purpose.

Insurance: The Vendor of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the CITY as an additional insured in this coverage. The Vendor must have worker's compensation coverage as required by law. If any services provided pursuant to this purchase order require the Vendor to be professionally licensed, the Vendor shall obtain a minimum professional liability coverage in the amount of \$1,000,000. Any exception to the above stated limits or other requirements must be endorsed and approved by the CITY's Risk Management Director or his/her designee. Vendor shall provide copy of Insurance Certificate to the CITY's Risk Management Director upon the CITY's request. Any subcontractor utilized by Vendor must maintain all similar such insurance required of the Vendor hereunder. CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this PO. If the CITY intends to modify or revise the insurance requirements under this PO, the Parties shall work together in good faith to review and mutually agree upon the intended changes and shall execute an amendment to this PO which shall become operative upon the date of execution.

Consent to Jurisdiction and Attorney's Fees: This PO shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or claim arising from or related to this PO shall be in Broward County, Florida. If CITY or Vendor shall be required to enforce the terms of this PO by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to reasonable attorney's fees.

Scrutinized Companies: Contractor, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sector Lists, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of: (1) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract with the Scrutinized Companies that Boycott Israel List, created pursuant to Section 214.725, Florida Statutes, or is engaged in a boycott of Israel; or (2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: (a) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sector List, created pursuant to Section 214.73, Florida Statutes; or (b) Is engaged in business operations in Syria. As provided in Subsection 287.135(8), F.S., if federal law ceases to prohibit the contracting prohibitions then they shall become inoperative.

No Contingent Fees: Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor to solicit or secure this PO, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the PO without liability at its discretion, to deduct from the PO price, or otherwise recover the full amount of such commission, percentage, gift or consideration.

No Waiver of Sovereign Immunity: Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of 3768.28, F.S., as may be amended from time to time.

Exhibits: By accepting this Purchase Order, Vendor/Contractor and any subcontractors related to this purchase becomes obligated to comply with Section 448.095, Fla. Stat. "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply with termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed by the Contractor no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination. Please contact the Procurement Department and/or the Contracts Division for more information if you are unsure of the requirements this imposes.

Public Entity Crimes: Pursuant to Section 287.132(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.131(3)(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or subcontractor on a contract with any public entity; and may not enter into or renew a contract with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months beginning on the date of being placed on the convicted vendor list. By executing this Agreement, the Vendor represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

Human Trafficking: Pursuant to Section 787.06(13), Fla. Stat., non-governmental agencies contracting with CITY are required to provide an affidavit attesting that the non-governmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this First Amendment and submitting the executed required affidavit, the CONTRACTOR/CONSULTANT represents and warrants that it does not use coercion for labor or services as provided by state law.

Foreign Entity Laws: Vendor hereby attests under penalty of perjury the following: (1) Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes); (2) The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes); (3) Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes); (4) Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes; or a subsidiary of such a country. (Source: § 288.007(2), Florida Statutes); (5) Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and, (6) Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

Public Records: The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Access Law. Specifically, the Vendor shall: (1) Keep and maintain public records required by the CITY to perform the service; (2) Upon request from the CITY's custodian of public records, provide a copy of any information, data, or records that are not exempt from public records disclosure at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of that contract term and following completion of the contract if the Vendor does not transfer the records to the CITY; and (4) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the Vendor or keep and maintain public records required by the CITY to perform the service. If the Vendor transfers all public records to the CITY upon completion of the contract, the Vendor agrees to provide the CITY with a list of all records that are exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY. (5) The failure of the Vendor to comply with the provisions set forth in this provision shall constitute a default and breach of this PO and the CITY shall have the ability to terminate for cause.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S PUBLIC RECORDS, CONTACT THE CITY AT 305-885-1111

PO, CONTRACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 601 CITY CENTER WAY, 4TH FL FLOREMBROKE PINES, FL 33025, (954) 450-1050, DROCCERS@PPINES.COM

ADDITIONAL TERMS FOR THE PURCHASE OF COMMODITIES

Delivery of Commodities: All prices must be F.O.B. destination. Time is of the essence in this PO. If completed deliveries are not made at the time agreed upon pursuant to this PO, the Vendor reserves the right to cancel the PO or purchase the commodities elsewhere and hold the Vendor accountable for any excess costs incurred therefrom. If delivery dates cannot be met, Vendor agrees to advise the CITY, in writing, of the earliest possible shipping date for acceptance by the CITY. Deliveries are to be made only during the hours of 8:00 AM to 5:00 PM, Monday through Thursday, excluding holidays, unless otherwise stipulated. Vendor shall notify the CITY of deliveries that require special handling and/or assistance for off-loading. Failure to notify the CITY concerning this type of delivery will result in the CITY holding the Vendor responsible for any additional receipts, storage or handling charges.

Inspection of Commodities: All commodities delivered to the CITY shall be subject to inspection upon receipt by the CITY. All commodities rejected by the CITY shall remain the property of the Vendor and will be returned to the Vendor at the Vendor's expense.

Quantities of Goods: The quantity of commodities purchased under this PO cannot be changed without the CITY's prior written approval. Commodities shipped in excess of the quantity designated herein may be returned to the Vendor at the Vendor's expense.

Uniform Commercial Code: Florida law, including without limitation the Uniform Commercial Code (Chapter 670-680, Florida Statutes), shall apply to and supplement the terms and conditions of this PO.

Risk of Loss: Vendor agrees to bear all risk of loss, injury, or destruction of commodities and materials ordered herein which may for any reason occur prior to the CITY's acceptance of the subject commodities and materials. No such injury or destruction of the subject goods and materials shall release Vendor from the obligations of this PO. The vendor agrees that the manufacturer shall begin on date of the CITY's acceptance of the subject commodities and materials.

Warranty: Commodities furnished shall be new and free of defects and shall be packaged by commercially reasonable standards for shipment and delivery. Any implied warranty granted under the Uniform Commercial Code shall apply to all commodities which are the subject of this PO. All written standard warranties for commodities shall inure to the benefit of the CITY, and Vendor shall supply a copy of the manufacturer's written standard warranty certificates for each commodity purchased pursuant to this PO. The vendor agrees that the manufacturer shall begin on date of the CITY's acceptance of the subject commodities and materials and shall remain in full force for the full period identified by the manufacturer. Any payment by the CITY for the commodities received under this PO does not constitute a waiver of these warranty provisions. If Vendor fails to honor the manufacturer's warranty and/or fails to correct or replace the defective items within fifteen (15) calendar days after the CITY sends written notice of such deficiencies, the CITY may, at its discretion, provide additional written notice of potential default or of other contract remedies. The corrections or replacements are not subject to CITY's satisfaction within five (5) calendar days of receipt of the notice. If Vendor fails to satisfy the manufacturer's warranty, or provide the corrections or replacements within the specified time, the Vendor may be placed in default and/or the commodities may be obtained from another Vendor and the Vendor charged the costs of procurement, either through an offset from any unpaid invoices or through invoices.

ADDITIONAL TERMS FOR THE PROVISION OF SERVICES

Scope of Services: Vendor shall provide to CITY the services outlined in the Scope of Work attached hereto as Exhibit "A", and by this reference incorporated herein. Vendor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of services under this PO and all other contract remedies. The vendor agrees that the CITY is relying upon the representation that the Vendor is providing professional and technical services to the CITY. The vendor agrees to provide heretofore in accordance with recognized professional and ethical guidelines established by her profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises Vendor thereof in writing, Vendor agrees to re-perform such deficient services without charge to the CITY. Vendor shall not utilize the services of any sub-vendor without the prior written approval of CITY. Vendor shall be responsible for the performance of all services under this PO, including but not limited to the provisions of the Florida Code of Ordinances. **Compensation and Method of Payment:** Vendor shall provide to the CITY a "not to exceed fee" (based upon hourly rates) or a list of professionals required for the assignment and an estimate of the work hours required to accomplish the services. The foregoing shall be set forth on Exhibit "B", attached hereto and by this reference incorporated herein.

Term for Performance: Vendor shall perform the services identified on Exhibit "A", attached hereto and by this reference made a part hereof, within the time set forth on Exhibit "B", attached hereto and by this reference made a part hereof.

Insurance: If the service will utilize materials which are hazardous, in their nature, to the environment, then Vendor must maintain pollution insurance in the amount of \$ _____.

ADDITIONAL TERMS FOR THE PROVISION OF PROFESSIONAL SERVICES

Vendor must have secured and maintained professional liability/errors & omissions insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. The coverage must be maintained for a period of no less than three (3) years after the final liability for services under this PO. Vendor hereby represents and warrants that the CITY is relying upon the representation that the Vendor is providing professional and technical services to the CITY. Vendor has the professional skills, experience, and expertise to perform the services to be provided by Vendor pursuant to the terms of this PO.

Indemnification Pursuant to 8725.08, Fla. Stat. VENDOR shall indemnify and save harmless and defend the CITY, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, errors, omissions, or negligent acts of VENDOR, its agents, servants, employees, or subcontractors, in connection with 8725.08, Fla. Stat., as may be amended from time to time, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement, and where applicable appellate proceedings.

PURSUANT TO SECTION 558.0035, F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF THE VENDOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035, F.S., AS AMENDED FROM TIME TO TIME, ARE SATISFIED.

ADDITIONAL TERMS FOR PURCHASE OF COMMODITIES OR SERVICES WITH FEDERAL FUNDS*

Notwithstanding anything to the contrary set forth herein, Vendor shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail. Any reference made to Vendor in this section shall also apply to any subcontractor under the terms of this Agreement. *Purchases in Excess of \$100,000 may require additional Contract Terms.

Equal Employment Opportunity: (1) During the performance of this contract, Vendor agrees as follows: Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. Vendor 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. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) Vendor will, in all solicitations or advertisements for employees placed by or on behalf of Vendor, 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) Vendor 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 any 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 Vendor's legal duty to furnish information. (4) Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, a notice of this agreement for the agency contracting officer, and will permit the labor union or representative of Vendor's employees under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) Vendor 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) Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, and will permit the Secretary of Labor to conduct investigations and audits for purposes of investigating to ascertain compliance with such rules, regulations, and orders. (7) In the event of Vendor's non-compliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and in the Federal Acquisition Regulation (48 CFR, part 124.6) and the Secretary of Labor. (8) Vendor will include 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. Vendor will take such action with respect to any subcontract or purchase order as may be directed by the contracting officer. (9) In the event of any contract, loan, insurance, guarantee or other agreement, Vendor agrees to refrain from extending any further financial assistance to any applicant under the program with which the failure or refusal 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. [Note: This section is applicable to Public Works / Construction Projects]

Contract Anti-Kickback Act: 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 CFR Part 3) as may be applicable. Vendor must be protected from the possibility of being 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. CITY must report all suspected or reported violations to the Federal awarding agency. [Note: This section is applicable to Public Works / Construction Projects]

Suspension and Debarment: This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such Vendor is required to verify that none of the parties to this contract are suspended or debarred. Vendor must be protected from the possibility of being 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. CITY must report all suspected or reported violations to the Federal awarding agency. [Note: This section is applicable to Public Works / Construction Projects]

Procurement of Recovered Materials: The CITY and Vendor must 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) as CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining satisfactory level of competency level of the work; 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.

Access to Records: Vendor agrees to provide CITY the Federal Government, and any applicable Federal Administrator, Director, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Nothing contained herein shall be construed as intending to limit or prohibit audits or internal reviews by Federal personnel or the Comptroller General of the United States.