EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
PURCHASE ORDER
ATTACHMENT 1: STANDARD TERMS & CONDITIONS

EAST-WEST GATEWAY
Council of Governments
Creating Solutions Across Jurisdictional Boundaries

Seller understands and agrees that the following terms and conditions apply to the purchase order that was issued by East-West Gateway Council of Governments (the "Council"). These Standard Terms & Conditions ("Attachment 1") may be supplemented by the language included on the face of the purchase order form itself or the terms expressed in certain attachments as indicated below (*with a check mark or "X"*):

☐ Attachment 2: Required State/Federal Terms & Conditions

☐ Attachment 3: Services & Specifications

☐ Attachment 4: Click here to enter text

Seller further understands and agrees that failure to adhere to these terms and conditions constitutes a material breach of its contract with the Council and that the Council may take appropriate action against Seller to ensure compliance with these provisions, up to and including, ordering a stoppage of work, suspending payments, or cancelling or rescinding the purchase order.

1.0 ACCEPTANCE. The purchase order issued by the Council includes the purchase order form, Attachment 1, or, as applicable: Attachment 2, Attachment 3, and Attachment 4 and, unless otherwise noted, these documents are referred to collectively as the "Purchase Order." The Purchase Order is an offer to buy the goods or services described in the Purchase Order, and becomes a binding contract on the terms and conditions contained in the Purchase Order when the Purchase Order is accepted by Seller by acknowledgement either by: (.1) submitting a quote/bid/proposal/response in response to the Council's procurement request (i.e. request for quotes; invitation for bids; or request for proposals/qualifications); (.2) shipment of the goods; or (.3) by other commencement of work. Any acceptance of the Purchase Order is limited to acceptance of the express terms of the offer contained in the Purchase Order. No revisions of the Purchase Order shall be valid unless agreed to in writing by the Council and signed by an authorized representative of the Council. No condition stated by Seller in acceptance of or acknowledging the Purchase Order shall be binding upon the Council if it conflicts with, is inconsistent with, or is in addition to the terms and conditions contained in the Purchase Order, unless such condition is expressly accepted by the Council in writing and signed by an authorized representative of the Council.

2.0 QUANTITIES & SPECIFICATIONS. By accepting the Purchase Order, Seller shall be deemed to have inspected and approved all plans, drawings, and specifications applicable to the goods or services ordered by the Council. Seller shall not deliver, and the Council shall not have any obligation or liability with respect to, any quantity of goods in excess of the quantity specified in the Purchase Order, unless the Council otherwise directs Seller in writing. The specifications for the goods, if applicable, are attached to the Purchase Order in Attachment 3. If Attachment 3 is inapplicable, then the specifications that apply to the Purchase Order are those contained in the procurement documents or on the face of the purchase order form.

3.0 SERVICES. By accepting the Purchase Order, Seller shall be deemed to have reviewed and approved all description of services, plans, drawings, and specifications applicable to the services ordered by the Council. Seller shall not perform, and the Council shall not have any obligation or liability with respect to, any services provided other than those specified in the Purchase Order, unless the Council otherwise directs Seller in writing. The description of and requirements for the services, if applicable, are attached to the Purchase Order in Attachment 3. If Attachment 3 is inapplicable, then the description of and requirements for the services that apply to the Purchase Order are those contained in the procurement documents or on the face of the purchase order form.

4.0 WARRANTIES. Seller expressly warrants that it will convey title to all goods furnished under the Purchase Order and that all goods furnished under the Purchase Order will conform to all specifications and appropriate standards, will be free from defects in material workmanship, will be merchantable, and will be safe and appropriate for the purpose for which the goods of that kind are normally used. If Seller knows or has reason to know the particular purpose for which the Council intends to use the goods, Seller warrants that such goods will be fit for such particular purpose. The warranties of Seller run to the Council and the Council's successors, assigns, sub-grantees, sub-recipients, customers, or the intended users of the goods or services. Seller hereby assigns to the Council any warranties or guaranties provided by manufacturers or sellers of products incorporated into goods or services provided by Seller under the Purchase Order and shall, upon request, enforce any such warranty or guaranty on behalf of the Council. In addition to the warranties described in this Paragraph 4.0, Seller agrees to the warranty provisions included in the procurement documents or on the face of the purchase order form, as applicable. **NO ATTEMPT BY SELLER TO DISCLAIM, EXCLUDE, LIMIT, OR MODIFY ANY WARRANTIES OR SELLER'S LIABILITY OR INCIDENTIAL OR CONSEQUENTIAL DAMAGES SHALL BE OF ANY FORCE OR EFFECT**.

5.0 DEFECTIVE OR NONCONFORMING GOODS OR SERVICES. All good or services furnished under the Purchase Order will conform to all specifications and appropriate standards. No goods or services received by the Council pursuant to the Purchase Order shall be deemed accepted until the Council or the Council's authorized representative has had a reasonable opportunity to inspect or observe performance of such goods or services. The Council or the Council's authorized representative shall have access to and the right to inspect all work prior to its completion. Notwithstanding any such inspection, Seller shall be solely responsible for the conformance of the work to the specifications provided by the Council. Seller shall promptly correct defects or replace any goods or services not conforming to any of Seller's warranties or the specifications, as described in the Purchase Order, without expense to the Council and provided that the Council chooses to provide Seller with an opportunity to do so. The Council is not obligated to provide Seller an opportunity to correct defects or replace any goods or services. Irrespective of whether a defect or nonconformity was discovered upon initial inspection (or a later time if not readily ascertainable upon initial inspection), in the event that Seller fails to correct defects or replace nonconforming goods promptly, the Council, after providing reasonable notice to Seller, may make such corrections or replace such goods and charge Seller for the costs incurred by the Council in doing so. Such remedies shall not affect the Council's discount privileges and shall not exclude any other legal, equitable, or contractual remedies of the Council as a result of Seller's delivery of defective or nonconforming goods or services.

6.0 PRICE WARRANTY. Seller warrants that the prices for the goods sold to the Council under the Purchase Order are not less favorable than those currently extended to any other customer of Seller for the same or similar goods in similar quantities. If Seller reduces its prices for such goods during the term of the Purchase Order, Seller agrees to reduce the prices offered under the Purchase Order correspondingly. Seller warrants that the prices shown on the Purchase Order are complete and that no additional charges or charges of any type shall be added without the Council's express written consent. Such additional charges include, but are not limited to: shipping, packaging, labeling, customer duties, taxes, insurance, storage, boxing, and crating. Delay in receiving invoices and errors and omissions on statements or invoices will be considered just cause for withholding settlement without the Council losing its discount privileges.

7.0 DELIVERY. Time is of the essence for providing the goods or services governed by the Purchase Order. The Council and Seller have agreed to a delivery schedule as indicated in Attachment 3 or on the face of the purchase order form, as applicable. Seller understands and agrees that strict adherence to the delivery schedule is a material component of the Purchase Order and that Seller's failure to adhere to the schedule will be considered a material breach of the contract and the Council may cancel or rescind the Purchase Order or seek other legal or equitable remedies available to the Council. Failure of Seller to adhere to the delivery schedule shall render Seller liable for any and all expenses and costs incurred by the Council as a result of such failure, including but not limited to reasonable attorney's fees and administrative costs. Seller shall immediately notify the Council of any delays or threatened delays in the performance of the Purchase Order. No acceptance of the goods or services after the scheduled delivery date will

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waive the Council's rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms of the Purchase Order. All deliveries shall be F.O.B. destination freight prepaid.

8.0 PAYMENT TERMS AND INVOICING. The Council will pay properly submitted Seller invoices within thirty (30) calendar days of receipt, provided that the goods or services have been delivered, installed (if required), and accepted prior to the Seller issuing an invoice to the Council. Pre-payment of costs is not permitted, unless the Council provides its express written pre-approval. Invoices presented for payment must be submitted in accordance with instructions contained in the Purchase Order including reference to Purchase Order number and submittal to the correct address for processing. **Unless specifically requested or authorized by the Council, faxed or e-mailed invoices will not be accepted.** A good faith dispute creates an exception to these payment terms. Seller understands and agrees that its failure to adhere to these payment and invoicing requirements or its failure to respond timely to the Council's requests for additional information may result in a delay in the invoice review / payment process without any penalty to the Council. If Seller is providing services pursuant to the Purchase Order, then the terms in Attachment 3 may also apply.

9.0 AUDITS / PROJECT REVIEW FINDINGS. In the event that an audit or a project review finds that any of Seller's costs charged to the Council are ineligible, unallowable, or both and these costs have been paid by the Council, Seller shall return to the Council all dollar amounts paid to Seller for the ineligible costs, the unallowable costs, or both, plus an amount due for any interest that is charged to the Council by its funding agency (if applicable) for the ineligible costs, the unallowable costs, or both.

10.0 TAXES. The Council is exempt from payment of state, county, and city sales taxes in the state of Missouri on its purchases. A tax exempt letter will be provided to Seller upon request. The Council may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Seller is responsible for ensuring that it, and any of its subcontractors, fully comply with all applicable federal, state, and local (i.e. St. Louis City) tax laws and Seller will properly report all monies received under the Purchase Order and payments Seller makes to any subcontractor with regard to the work performed under the terms of the Purchase Order. Seller understands that if it performs work within the City of St. Louis, Missouri ("City") it may be subject to the City's earnings tax and agrees that it will take the steps necessary to track and report the amount (in dollars) of work Seller provided in the City. Upon the Council's request, Seller shall provide to the Council the information that the Council needs to complete Form E-6 (St. Louis City) that is due each year. Further, Seller shall hold the Council harmless for any taxes, penalties, attorney's fees, or any other cost imposed upon Seller or its subcontractor because of Seller's failure to properly report payments received or payments made.

11.0 RISK OF LOSS. All risk of loss shall be upon Seller from the time the goods first come under Seller's control until such time as the goods shall be delivered to the destination specified on the face of the purchase order form or other communication from the Council, as applicable, and accepted by the Council. Seller agrees to indemnify and hold the Council harmless for any and all losses, costs, damages, and expenses (including reasonable attorney's fees) which the Council may sustain as a result or in consequence of the loss of or damage to the goods during such period of time.

12.0 HOLD HARMLESS & INDEMNIFICATION. To the fullest extent permitted by law, Seller shall save and hold the Council, its directors, officers, employees, agents, and representatives harmless from and indemnify, defend, and protect such parties against all liability, loss, claims, demands, damage (including damage to property and bodily injury), and expenses (including reasonable attorney's fees) arising out of or in any way resulting from Seller's performance or non-performance under the Purchase Order, including, but not limited to: (.1) any defect or nonconformity with Seller's warranties of the goods and services delivered under the Purchase Order; (.2) any act or omission of Seller, its agents, employees, or subcontractors; (.3) any act or omission of any carrier selected and employed by Seller to deliver goods ordered under the Purchase Order; (.4) any failure by Seller, its agents, employees, carriers, or subcontractors to comply with the terms of the Purchase Order; (.5) any infringement or claim of infringement of any patent, unpatented invention, copyright, design process, trademark, trade name, brand, slogan, unfair competition, or other adverse rights; or (.6) any litigation based on or arising out of any of the foregoing

13.0 STATUTE OF LIMITATION. Any action resulting from any breach on the part of the Council as to the goods or services delivered under the Purchase Order must be commenced within one (1) year after the cause of action has accrued.

14.0 SET OFF. All claims for money due or to become due from the Council shall be subject to deduction or set off by the Council by reason of any counterclaim arising out of this or any other transaction with Seller.

15.0 FORCE MAJEURE. The Council or Seller may delay delivery or acceptance of goods occasioned by causes beyond its control. Seller shall hold such goods at the direction of the Council and shall deliver them when the cause affecting the delay has been removed. Causes beyond the control of the Council or Seller shall include: government action or failure of the government to act where such action is required; acts of god; strikes; fires; accidents; or other such causes not due to the Council's or Seller's fault or negligence.

16.0 NONDISCRIMINATION / AFFIRMATIVE ACTION. Seller shall not participate either directly or indirectly in the discrimination prohibited by federal statutes and regulations including employment practices. Seller shall comply with all the requirements of federal civil rights and nondiscrimination statutes, regulations, rules, and executive orders. Failure to comply with the conditions of this Paragraph 16.0 may result in Seller being declared an "ineligible" contractor, cancellation of the Purchase Order, or withholding of payment. In connection with the performance of work under the Purchase Order, Seller agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, disability, or age. This provision shall include, but is not limited to, the following actions: 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 vendor further agrees to take affirmative action to ensure equal employment opportunities. Seller shall not discriminate on grounds of the race, color, national origin, religion, sex, disability, or age of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. These nondiscrimination requirements shall apply to all solicitations either by competitive bidding or negotiation made by Seller for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the vendor of these requirements relative to nondiscrimination on grounds of the race, color, national origin, religion, sex, disability, or age of any individual.

17.0 CHANGES. The Council shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery, and method of transportation. If any such changes cause an increase or decrease in the cost or the time required for the Seller's performance, an equitable negotiated adjustment shall be made and the agreement created by the acceptance of the Purchase Order shall be modified in writing by the Council. Seller shall undertake no work on any such change, addition, or omission unless and until the Seller delivers a Quote to the Council and the Council issues a written change order approving the change. Seller agrees to accept any such changes subject to this Paragraph 17.0.

18.0 REMEDIES FOR NONCOMPLIANCE. Where Seller violates, breaches, or otherwise fails to comply with the terms of the Purchase Order, the Council, in its sole discretion, may take one (1) or more of the following actions: (.1) terminate, cancel, or suspend the Purchase Order, in whole or in part; (.2) order a stoppage of the work; (.3) disallow all or part of the cost of the activity or action not in compliance with the Purchase Order; (.4) suspend or withhold payments to Seller pending Seller's correction of any deficiency; (.5) rescind payments made to Seller if it is later determined that the payment was made for a cost or activity not in compliance with the Purchase Order; (.6) recommend that the funding agency initiate suspension or debarment proceedings against Seller; (.7) deem Seller ineligible to receive any further contract awards from the Council until the deficiency is corrected; or (.8) pursue any other available legal or equitable remedy.

19.0 TERMINATION & CANCELLATION. The Council reserves the right to terminate any undelivered or unperformed portion of the Purchase Order for the Council's sole convenience without liability to Seller other than for work performed by Seller prior to receipt of the notice of termination. The Council may also cancel the Purchase Order in whole or in part for cause and,

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in such event, the Council shall not be liable to Seller for any amount and Seller shall be liable to the Council for any and all damages sustained by reason of the cause which gave rise to the cancellation. For purposes of the Purchase Order "cause" shall include: (.1) late delivery or performance; (.2) a delivery of defective or nonconforming goods or workmanship; (.3) a breach of any of Seller's warranties; (.4) any other material default or noncompliance by Seller with the terms and conditions expressed in the Purchase Order; (.5) the commencement or continuance of any bankruptcy or insolvency proceeding by or against Seller; (.6) any other legal process or order directing or requiring the Council to undertake or refrain from undertaking any business or certain types of business with the result that the goods or services ordered under the Purchase Order shall be unnecessary to the Council; (.7) if applicable, erroneous information on the Seller's Conflict of Interest Disclosure Statement or after-discovered conflicts of interests that were not disclosed in accordance with the terms of the Purchase Order; (.8) if applicable, debarment/suspension action by any state or federal entity or failure to properly notify the Council of an erroneous certification, as required by Attachment 2; (.9) any misrepresentation in any other certification required by the Purchase Order or failure to report any erroneous certification; or (.10) any misrepresentation in the quote/bid/proposal/response submitted to the Council for the goods or services or otherwise made during the procurement or contract process or in any invoice submitted to the Council, which if known to the Council would have resulted in the Purchase Order not being awarded or funds not being provided. Any termination or any cancellation, whether in whole or in part, shall be effective upon receipt of Seller of a notice of termination or cancellation. "Receipt" is defined in Paragraph 22.2.

20.0 LEGAL COMPLIANCE. Seller warrants and agrees that in the performance of its obligations under the Purchase Order, Seller, its agents, employees, carriers, and subcontractors shall: (.1) comply with all applicable laws, ordinances, codes, rules, regulations, and orders, including executive orders now existing or hereafter enacted, adopted, or enforced by any governmental body or agency, including where applicable all such laws, ordinances, codes, rules, regulations, and orders pertaining to labor and working conditions, safety and health, food and drug quality, and hazardous materials; (.2) apply for, obtain, and pay for any applicable fees associated with all necessary permits and licenses; and (.3) pay promptly when due any and all applicable sales, excise, or other taxes due on materials furnished in connection with services performed, and all taxes and amounts due under applicable unemployment, social security, and worker's compensation laws.

21.0 CONFIDENTIALITY. Except as otherwise required by law, the contents of the Purchase Order and all related commercial and technical information shall be kept secret and confidential by Seller and will not be divulged by Seller to any third party or utilized by Seller otherwise than in connection with the Purchase Order, unless the Council provides its express written approval that such information may be disclosed. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time to the Council by Seller shall be deemed secret or confidential and Seller shall have no rights against the Council with respect to such information except such rights as any exist under any applicable patent law. It is Seller's responsibility to inform the Council of Seller's rights under applicable patent law; and such rights must be disclosed to the Council upon receipt by the Council of Seller's commercial and technical information. The Council has no obligation to affirmatively or actively ascertain whether Seller has rights under patent or other laws prior to the Council disclosing Seller's commercial and technical information.

22.0 GENERAL TERMS.

22.1 Independent Contractor. It is understood that Seller is an independent contractor and not an employee or agent of the Council and that Seller shall have no power whatsoever to bind the Council in any way in any dealings between Seller and third parties and Seller shall not attempt or purport to do so.

22.2 Notices.

22.2.1 All notices required by the Purchase Order shall be deemed given only if: (.1) submitted in writing to the Council at: Executive Director, East-West Gateway Council of Governments, 1 S. Memorial Drive, Suite 1600, St. Louis, MO 63102; or to Seller at the address the Council has on-file; and (.2) delivered by one of the following methods: (.1) hand delivery; (.2) sent by Federal Express, United Parcel Services, or similar services; or (.3) sent by U.S. Postal Service registered or certified mail, postage prepaid and return receipt requested.

22.2.2 All notices shall be effective upon first receipt, unless otherwise specified in the Purchase Order. "Receipt" is defined as: when the notice arrives at the address specified in this Paragraphs 22.2.1, as indicated by either: (.1) signature of a person employed or designated by the Council or Seller; or (.2) delivery date noted on mail/delivery service's tracking receipt/slip/other tracking document including internet based or electronic documents (i.e. e-mail or information downloaded from a website), whichever occurs first.

22.3 Assignment. Seller shall not assign, transfer, or hypothecate the Purchase Order or any monies payable or to become payable under the Purchase Order without in each case obtaining the prior written approval of the Council; such approval shall not be unreasonably withheld by the Council. The Council may assign or transfer the Purchase Order, but only to the extent stipulated in the procurement documents issued by the Council (i.e. request for quotes, invitation for bids, or request for proposals/qualifications).

22.4 Waiver. No waiver by either the Council or Seller of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of the Purchase Order and shall not be deemed a waiver of any of the Council's or Seller's rights, privileges, claims, or remedies, nor of the Council's or Seller's right to insist on strict compliance thereafter.

22.5 Integration. The Purchase Order, including the attachments and other documents referenced in this Attachment 1, constitute the entire understanding of the Council and Seller and revokes and supersedes all prior agreements between the Council and Seller as any may relate to the subject matter of the Purchase Order and it is intended as the final expression of the Council's and Seller's agreement. The Purchase Order may not be modified except in writing signed by both the Council and Seller.

22.6 Governing Law. The Purchase Order shall be interpreted under and governed by the laws of the State of Missouri.

22.7 Jurisdiction & Venue. It is agreed by the Council and Seller that any action at law, suit in equity, or other judicial proceeding to enforce or construe the Purchase Order or regarding its alleged breach shall be instituted only in the Circuit Court of St. Louis City, Missouri.

22.8 Severability. In the event that any of the terms or provisions of the Purchase Order are declared void or unenforceable for any reason, the remaining terms and provisions of the Purchase Order shall remain in full force and effect and shall not be affected by such a declaration.

22.9 Survival of Terms. All provisions of the Purchase Order which by their nature should survive termination, cancellation, or expiration of the Purchase Order shall survive, including but not limited to: liability and insurance coverage, indemnification, defense, hold harmless, insurance, intangible property, audits, inspections, access to records, and retention of records.

22.10 Contents of the Purchase Order and Order of Precedence. The contract between the Council and Seller consists of the terms on the face of the purchase order form or the terms in: Attachment 1, Attachment 2, Attachment 3, and Attachment 4. In the event that a conflict or inconsistency arises among the various parts of the contract, the following order of precedence shall dictate which terms shall control: (.1) face of the purchase order form; (.2) Attachment 1; (.3) Attachment 2; (.4) Attachment 3; and (.5) Attachment 4.

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EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
PURCHASE ORDER
ATTACHMENT 2: REQUIRED STATE/FEDERAL TERMS & CONDITIONS

EAST-WEST GATEWAY
Council of Governments
Creating Solutions Across Jurisdictional Boundaries

Seller understands and agrees that the following terms and conditions apply to the Purchase Order that was issued by East-West Gateway Council of Governments (the "Council"). These Required Grant Pass-Through Terms & Conditions ("Attachment 2") supplement the Standard Terms & Conditions ("Attachment 1"). Seller further understands and agrees that failure to adhere to these terms and conditions constitutes a material breach of its contract with the Council and that the Council may take appropriate action against Seller to ensure compliance with these provisions, up to and including, ordering a stoppage of work, suspending payments, or cancelling or rescinding the Purchase Order.

1.0 FUNDING SOURCE & ASSISTANCE LISTING NUMBER (ALN). The funding for the goods or services described in the Purchase Order is provided by the departments / agencies noted below and in the percentages noted below:

	Source	Agency Name(s)	ALN(s)	Funding %(s)
1.1	**Local**	Click here to enter text.	Click here to enter text.	Click here to enter text.
1.2	**State**	Click here to enter text.	Click here to enter text.	Click here to enter text.
1.3	**Federal**	Click here to enter text.	Click here to enter text.	Click here to enter text.

2.0 INTANGIBLE PROPERTY.

2.1 Copyrights. Under 2 CFR Part 200 § 200.315(b), the federal funding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to reproduce, publish, or use, for federal government purposes, the copyright in any work developed under the Purchase Order and any rights of copyright to which Seller purchases ownership with the funds, whether in whole or in part, under the Purchase Order. Unless broader rights are granted elsewhere in the Purchase Order, the Council, at a minimum, reserves the same license that is granted to the federal funding agency under this Paragraph 2.1.

2.2 Patents. In the event that the work Seller completes under the Purchase Order results in a discovery or an invention or a discovery or invention arises or is developed during the course of the Purchase Order, then Seller shall comply with all relevant federal laws, regulations, executive orders, or memorandums that pertain to the federal government's rights with regard to inventions or discoveries that arise from, are developed during the course of, or are created under an agreement supported in whole or in part with federal funds. Specifically, Seller will adhere to the Bayh-Dole Act, 35 U.S.C. §§ 200 *et seq.*, as amended, and implementing regulations at 37 CFR Part 401 and other federal regulations found at 2 CFR Part 200 § 200.315(c). Seller shall promptly report inventions or discoveries to the Council, but in no event shall Seller make this report later than seven (7) calendar days after a report is required; this report must be made in accordance with Attachment 1, Paragraph 22.2. Seller shall cooperate fully with the Council or funding agencies as it pertains to the federal government determining it rights to any patentable materials or items. As stated in 37 CFR Part 401.14, at a minimum, the federal funding agency reserves a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. Unless broader rights are granted elsewhere in the Purchase Order, the Council, at a minimum, reserves the same license that is granted to the federal funding agency under this Paragraph 2.2.

2.3 Other Data. The federal funding agency has the right to obtain, reproduce, publish, or otherwise use the data produced under the Purchase Order and to authorize others to receive, reproduce, publish, or otherwise this data for federal government purposes. Unless broader rights are granted elsewhere in the Purchase Order, the Council, at a minimum, reserves the same right that is granted to the federal funding agency under this Paragraph 2.3. As described in 2 CFR Part 200 § 200.315 (e), Seller is required to provide to the Council, the federal funding agency, or any of these entities' duly authorized representatives a copy of research data produced under the Purchase Order.

3.0 CONFLICTS OF INTERESTS & GRATUITIES.

3.1 Conflicts of Interests.

3.1.1 Interest of Seller. Seller covenants that it presently has no interest and shall not acquire any interest (direct or indirect) which would conflict in any manner or degree with the work Seller must perform under the Purchase Order. In the performance of the Purchase Order, Seller will not employ any person having these types of interests. Seller will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain.

3.1.2 Interest of Members of or Delegates to Congress. Seller shall not admit any members of or delegates to the Congress of the United States to any share or part of the Purchase Order or to any benefit arising from the Purchase Order.

3.2 Gratuities. If the Council finds that Seller or any agent or representative of Seller offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Council (including the St. Louis Area Regional Response System or "STARRS") or any funding agency and the gratuities were given with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of the Purchase Order, then the Council may immediately terminate the Purchase Order and may pursue other rights and remedies provided by law or under the Purchase Order. The Council's finding must be reached after the Council provides notice to Seller and conducts a hearing on the matter.

4.0 CERTIFICATIONS.

4.1 Lobbying Certification.

4.1.1 Seller certifies compliance with 31 U.S.C. § 1352, and implemented through the departmental regulations covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of Seller, to any person for influence or attempting to influence an officer or employee of any federal 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.

4.1.2 Seller further certifies that 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, Seller shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

4.1.3 This certification is a material representation of fact upon which reliance was placed when the Council determined whether to enter into this transaction. Seller's submission of this certification is a prerequisite for the Council making or entering into this transaction, as the requirement is imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure to file the required certification.

4.1.4 Seller shall include the language of Paragraphs 4.1.1 – 4.1.3 in the contracts documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subcontractors shall certify and disclose accordingly.

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4.1.5 Prohibition on Lobbying. Seller shall not use any federal funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of the Council or the state / federal funding agency.

4.2 Debarment, Suspension and Other Responsibility Matters Certification.

4.2.1 Seller certifies that: (.1) it will comply with Executive Order 12549, Executive Order 12689, and 2 CFR Part 180 as supplemented by the departmental regulations, (.2) to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, (.3) it shall not knowingly enter into any lower tier covered transaction with a person who is or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing, by the Council, and (.4) it shall review the "Excluded Parties Listing System" at www.sam.gov/portal/public/SAM/ and the Missouri "Suspended Vendors List" at https://oa.mo.gov/sites/default/files/suspven.pdf to ensure that it does not enter into any lower tier covered transaction with a person who or firm that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

4.2.2 Seller's certification is a material representation of fact upon which reliance was placed when the Council determined whether to enter into this transaction. If it is later determined that Seller knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Council may terminate the Purchase Order for cause. Seller shall provide immediate written notice to the Council if at any time Seller learns that its certification was erroneous because of changed circumstances.

4.2.3 Seller shall include Paragraphs 4.2.1.1 – 4.2.1.4 in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Seller may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Seller knows the certification is erroneous.

4.3 Federal Debt Status Certification. In order to be eligible to receive payments under the Purchase Order, Seller must be non-delinquent in its repayment of any federal debt, including but not limited to, delinquent payroll and other taxes, audit disallowances, and benefits overpayments. Seller certifies that it is not currently delinquent in its repayment of any federal debt and shall notify the Council immediately if Seller will be in breach of this Paragraph 4.3. The Council may immediately terminate the Purchase Order in the event that Seller breaches this Paragraph 4.3.

4.4 Duplication of Benefits Certification. Seller is required to comply with FAR Part 31.2 and other federal rules and regulations, which provide that any cost allocable to a particular federal award or cost objective under the principles provided for in the FAR may not be charged to other federal awards in order to overcome fund deficiencies. Seller certifies that it will comply with these requirements and acknowledges that, in the event that Seller fails to so comply, the Council may immediately terminate the Purchase Order.

5.0 INSPECTIONS AND ACCESS TO RECORDS & RECORDS RETENTION.

5.1 Inspections and Access to Records. Seller shall allow the Council, the funding agency(ies), the Comptroller General of the United States, or any of these entities' duly authorized representatives, to review and inspect the services performed under the Purchase Order. Seller shall also provide each entity access to Seller's premises and all books, documents, papers, records, correspondence, instructions, receipts, vouchers, and memoranda of every description which are directly pertinent to the Purchase Order. Seller will grant this access to each entity for purposes of the entity making audits, examination, excerpts, and transcriptions. This right of access also includes timely and reasonable access to Seller's personnel for the purpose of interview and discussion related to the records. Each entity's inspection may occur at any time. The Council, if prior notice is warranted and possible, will notify Seller in advance of the Council's intent to conduct an inspection. The right of access to conduct inspections, audits, examinations, etc. that is described in this Paragraph 5.1 shall remain in place for as long as the records are retained by Seller and does not expire at the end of the records retention period described in Paragraph 5.2.1.

5.2 Records Retention.

5.2.1 Seller shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Purchase Order. Seller shall retain these records for at least five (5) years from the date provided by the Council in writing (e-mail notification is acceptable). Seller's retention is required for purposes of state and federal examination and audit. Seller may retain the records in an electronic, machine readable format.

5.2.2 The retention requirement extends, but is not limited to, books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records. Source documents include copies of the Purchase Order and Seller's financial and narrative reports. Personnel and payroll records include the time and attendance reports for all individuals paid as part of the project, whether the individuals are employed full-time or part-time.

5.2.3 If any litigation, claim, negotiation, audit, or other action involving the records has started before the expiration of the five (5) year retention period described in Paragraph 5.2.1, then Seller shall retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

5.2.4 The records retention period may be extended if Seller is notified in writing by the Council that the records retention period has been extended. The Council's written notice will specify the time frame for the extended records retention period.

5.2.5 Seller shall adequately protect records against fire or other damage.

6.0 ADMINISTRATIVE REQUIREMENTS.

6.1 Council and State/Federal Funding Agency Requirements. Seller shall at all times comply with all applicable state/federal funding agency regulations, policies, procedures, and directives, including without limitation, the requirements provided in the Omni Circular, FAR Part 31.2, and any other regulations, policies, procedures, and directives that govern the project whether listed directly or by reference in the Purchase Order. Seller acknowledges and understands that the administrative requirements of the funding agency(ies) **are effective upon issuance**, and that Seller shall comply with the then-current requirements. Seller's failure to so comply will constitute a material breach of the Purchase Order.

6.2 Acknowledgement of Federal Funding. Seller will comply with requirements to acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds. Any required acknowledgements or notices will be handled in accordance with Attachment 1, Paragraph 21.6.1.

6.3 Environmental and Historic Preservation ("EHP") Reviews. If the project anticipated by the Purchase Order is funded by U.S. Department of Homeland Security ("DHS") / Federal Emergency Management Agency ("FEMA") through the Missouri Office of Homeland Security ("MoOHS") , then the following EHP requirements may apply to Seller.

6.3.1 EHP Approval Required. If the project anticipated by the Purchase Order includes work that is subject to EHP review and approval, then Seller may not begin any work at the project site(s) until it has been notified in writing by the Council that the EHP approval has been obtained for the project site(s) or that an EHP approval is not required for the project site(s). Seller shall comply with all conditions placed on the project as a result of the EHP review or any subsequent EHP modification review.

6.3.2 Modifications. Once Seller has notified the Council of the project site(s) and MoOHS / FEMA has either provided its EHP approval for the project site(s) or has indicated that an EHP approval is not required for the project site(s), any change to the approved project scope of work, as described in the Purchase Order, or the project site(s) will require re-evaluation for compliance with the EHP requirements. Seller must not undertake any changes to the approved scope of work or the project site(s) without the prior written approval of one of the Council's authorized officials. Seller shall notify the Council in writing, no less than seven (7) calendar days after Seller becomes aware that a change to the approved scope of work or the project site(s) is required or needed. Seller must submit its notification to the Council's point of contact designated in Attachment 3 or Attachment 1, Paragraph 22.2 if Attachment 3 is inapplicable or does not designate a different point of contact. In the

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event that changes to the scope of work or the project site(s) are required, Seller must cease all work for the project until Seller is notified in writing by the Council that an EHP modification has been provided by MoOHS / FEMA and that Seller is authorized to continue the project work.

6.3.3 Ground Disturbance. Ground disturbance activities are not anticipated for the project and are not authorized. If ground disturbance activities occur during project implementation, Seller must immediately cease project work in that area and notify the Council in writing. Seller may not continue the project work unless and until it has received written authorization from the Council. Seller must submit its notification to the Council's point of contact designated in Attachment 3 or Attachment 1, Paragraph 22.2 if Attachment 3 is inapplicable or does not designate a different point of contact.

6.3.4 Ineligible Costs. ***Any installation activities or ground disturbance activities that have been initiated before the full EHP review and approval or any installation activities or ground disturbance activities that have been initiated before any required EHP modification is obtained could result in a non-compliance finding. Additionally, the costs associated with the unauthorized / non-approved activities may be deemed ineligible for reimbursement. If the costs are deemed ineligible by the Council, MoOHS, FEMA, or DHS, these costs shall become the sole responsibility of Seller. If the Council has reimbursed Seller for any costs associated with the unauthorized / non-approved activities, then Seller must return to the Council all amounts paid by the Council, plus an amount due for any interest that is charged to the Council by the funding agency for these ineligible costs.***

6.3.5 Cooperation Required. Seller must cooperate fully with the Council, MoOHS, FEMA, DHS, or any combination of these entities during the EHP review or any EHP modification review process, including, but not limited to: providing all requested documentation and information, granting access to the project site(s), and fulfilling information requests in a timely manner.

7.0 STATUTORY AND REGULATORY REQUIREMENTS.

7.1 Civil Rights.

7.1.1 Nondiscrimination Statutes, Orders, and Regulations. As required by federal law, Seller certifies that it will comply with all applicable federal and state statutes and executive orders, relating to nondiscrimination and equal opportunity, including, but not limited to: (.1) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d – 2000e; (.2) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1686); (.3) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; (.4) the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 *et seq.*; (.5) the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107; (.6) Equal Pay Act of 1963, as amended, P.L. 88-38, 29 U.S.C. § 206(d); (.7) Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency; (.8) Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by U.S. Department of Labor ("DOL") regulations (41 CFR Chapter 60); (.9) all applicable administrative rules and regulations of the federal funding agency relative to nondiscrimination in federally-assisted programs; (.10) Missouri Governor's Executive Order #05-30 (excluding paragraph 1, which was superseded by Executive Order #10-24); (.11) Missouri Governor's Executive Order #10-24; and (.12) Missouri regulations found in the Code of State Regulations ("CSR") at 19 CSR Part 10-2.010 – Civil Rights Compliance Requirements.

7.1.2 Nondiscrimination Assurances.

.1 Seller shall not discriminate on the basis of race, color, religion, national origin, sex, disability, ancestry, age, or veteran status of an individual in the performance of the Purchase Order. Seller shall carry out the applicable requirements of the federal funding agency's regulations governing nondiscrimination in the award and administration of federally assisted contracts.

.2 Seller assures that, as a condition of receiving payments under the Purchase Order, it will not discriminate on grounds of race, color, national origin, religion, sex, disability, or age of an individual in the performance of any services under the Purchase Order, including the selection and retention of subcontractors and the procurement of materials and leases of equipment. Seller shall not participate either directly or indirectly in the discrimination prohibited by the federal funding agency's nondiscrimination regulations including employment practices.

.3 Seller agrees that it will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, disability, or age. Seller agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex, disability, or age. Such action shall include, but is not limited to: employment upgrading, demotions or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7.1.3 Affirmative Action Program. If Seller employs at least fifty (50) persons, Seller must have and maintain an affirmative action program that includes: (.1) a written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination; (.2) the identification of a person designated to handle affirmative action; (.3) the establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline; (.4) the exclusion of discrimination from all collective bargaining agreements; and (.5) performance of an internal audit of the reporting system to monitor execution and to provide future planning.

7.1.4 Small Businesses, Minority Owned Firms, and Women's Business Enterprises.

.1 It is the policy of the federal government that minority business enterprises ("MBE") and women business enterprises ("WBE") have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

.2 Seller shall ensure that MBE and WBE have the maximum opportunity to participate in the performance of the Purchase Order. In this regard, Seller shall take all necessary and reasonable steps, in accordance with the Omni Circular, specifically 2 CFR Part 200 § 200.321, to ensure that MBE and WBE have the maximum opportunity to compete for and perform portions of the Purchase Order. In accordance with federal regulations, these steps include: (a) placing qualified small minority businesses and WBE on solicitation lists for subcontracts or joint ventures; (b) assuring that small and minority businesses and WBE are solicited whenever they are potential sources of work or supplies; (c) dividing total project requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and WBE; (d) establishing delivery schedules, when the requirements permit, which encourage participation by small and minority businesses and WBE; and (e) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

7.1.5 The terms of Paragraph 7.1 will apply to all of Seller's solicitations, either by competitive bidding or negotiation, for work to be performed under a subcontract including procurement of materials or equipment, and Seller shall notify each potential subcontractor, supplier, or lessor of Seller's obligations under the Purchase Order.

7.1.6 Seller shall include the provisions of Paragraph 7.1.1 – 7.1.2 in every subcontract, including procurement of materials or leases of equipment.

7.1.7 Seller's failure to carry out the requirements set forth in Paragraph 7.1 will constitute a breach of contract and the Council may enforce certain remedies against Seller including, but not limited to, those remedies expressed in Attachment 1, Paragraph 18.0.

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7.2 False Claims and Program Fraud.

7.2.1 Seller acknowledges that the provisions of the False Claims Act, 31 U.S.C § 3729 *et seq.*, and the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and federal departmental regulations, including without limitation the departmental regulations, apply to Seller's actions pertaining to the Purchase Order. Upon execution of the Purchase Order, Seller certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Purchase Order or the DHHS assisted project for which its work is being performed. In addition to other penalties that may be applicable, Seller acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 and other related federal statutes on Seller to the extent the federal government deems appropriate.

7.2.2 Seller also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under an agreement connected with a project that is financed in whole or in part with federal assistance originally awarded by the federal government under the authority of Public Law 110 – 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001, 45 CFR Part 79 and any other applicable federal statute on Seller, to the extent the federal government deems appropriate.

7.2.3 Seller shall include Paragraphs 7.2.1 – 7.2.2 in each subcontract financed in whole or in part with federal assistance provided by a federal agency. Seller shall not modify these clauses, except to identify the subcontractor who will be subject to the provisions.

7.3 Freedom of Information and Missouri Sunshine Act. Seller understands and acknowledges that the Missouri Sunshine Act ("Sunshine Act"), Section 610-010 *et seq.* RSMo, may apply to the information and documents, both paper and electronic, submitted to the Council regarding the work performed under the Purchase Order. All materials submitted to the Council that are related to the project work will become agency records and are or may be subject to the Sunshine Act and to public release through individual Sunshine Act requests, unless the Council determines that a valid exemption under the Sunshine Act applies. The Council has adopted a presumption of disclosure; therefore, the Council does not consent to honor any "routine" confidentiality statements that may appear on any printed or electronic documents or correspondence (e.g. letters, e-mails) that accompany the submission of project information, absent a requirement under federal or state law or regulation that the information must be kept confidential. Seller shall clearly and specifically mark genuinely confidential or privileged information and shall justify the information as confidential or privileged. The Council will review the documents and information that are the subject of each Sunshine Act request, as permitted by federal or state law or regulation, and determine the extent to which the Council must or should exercise its discretion and withhold those documents. Further, Seller understands and acknowledges that the applicability of the Sunshine Act or the Council's exercise of discretion to withhold a document does not affect the state or federal funding agency's right to make a separate determination about the disclosure of a document related to the project under the Sunshine Act or the Federal Freedom of Information Act ("FOIA"), 5 U.S.C. § 552; however, if the state or federal funding agency makes the determination that a document may be disclosed under the Sunshine Act or FOIA, the Council will presume that the document is subject to disclosure under the Sunshine Act unless Seller demonstrates otherwise.

7.4 Authorized Personnel and E-Verify. Seller must comply with state and federal requirements regarding persons authorized to work in the United States. Seller certifies that it is not knowingly in violation of and will not, in the future, violate RSMo § 285.530. Additionally, if Seller meets the definition of a "business entity" or "public employer" as described in RSMo §285.525, then Seller must: (.1) enroll and participate in the federal E-Verify federal work authorization program to verify Seller's employment eligibility for those persons who are proposed to work on the project described in the Purchase Order. The E-Verify system can be accessed at: www.e-verify.gov/, (.2) submit to the Council documentation that demonstrates Seller's participation in the E-Verify program, and (.3) maintain enrollment and participation in the E-Verify program during the Purchase Order's term.

7.5 Collection and Use of Personally Identifiable Information. If Seller collects protected Personally Identifiable Information ("PII"), as defined in 2 CFR § 200.82, then Seller shall have a publicly-available privacy policy that describes what protected PII Seller collects, how Seller uses the protected PII, whether Seller shares the protected PII with third-parties, and how individuals may have their protected PII corrected where appropriate. Seller's privacy policy must, at a minimum, comply with the requirements of federal funding agency's guidelines, as each may be amended from time-to-time. Seller shall assume liability for all disclosures of protected PII and for breaches by Seller's employees or subcontractors.

7.6 Activities Conducted Abroad. Seller must ensure that any project activities that will be carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

7.7 Compliance with Energy Conservation Plans. Seller shall comply 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, 42 U.S.C. §§ 6321 *et seq.*

7.8 Clean Air Act and Federal Water Pollution Control Act. Seller shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* Seller shall report each recognized violation to the Council and understands and the Council will, in turn, report each recognized violation as required to assure notification to the federal funding agency and the appropriate Environmental Protection Agency Regional Office. Seller shall include these requirements in each subcontract made under the Purchase Order that exceeds $150,000.

7.9 Other Statutory and Regulatory Requirements. As applicable, Seller shall comply and ensure compliance on behalf of its employees, with the following statutes and requirements:

7.9.1 Labor Statutes and Regulations. The Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by U.S. DOL regulations (29 CFR Part 5), the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) as supplemented by DOL regulations (29 CFR Part 3), and Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by DOL regulations (29 CFR Part 5).

7.9.2 Trafficking Victims. 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104), as amended, and implementing regulations at 2 CFR Part 175. The Council may terminate the Purchase Order without penalty if Seller: (.1) engages in severe forms of trafficking in persons during the time that the Purchase Order is in effect; (.2) procures a commercial sex act during the period of time that the Purchase Order is in effect; or (.3) uses forced labor in the performance of the Purchase Order or any subcontract issued under the terms of the Purchase Order.

7.9.3 Drug-Free Workplace. The Drug-Free Workplace Act, 41 U.S.C. § 701 *et seq.*, as amended, and implemented at 2 CFR Part 382.

7.9.4 Recovered Materials. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

7.9.5 Whistleblower Protection. The statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 and 4310.

7.9.6 FFATA. Seller shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, as amended. The Purchase Order is subject to the award terms within 2 CFR Part 170.

7.9.7 USA Patriot Act of 2011. Seller must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

7.9.8 Terrorist Financing. Seller must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Seller to ensure compliance with the Executive Order and laws.

7.9.9 Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 (15 U.S.C. § 2225a), Seller must ensure that all conference, meeting, convention, or

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training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended (15 U.S.C. § 2225).

7.9.10 Fly America Act of 1974. Seller must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and the interpretive guidance issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B-138942.

7.9.11 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Seller, and any of its subcontractors, subconsultants, consultants, vendors, etc., will comply with the Omni Circular, 2 CFR Part 200, § 200.216, as amended, the prohibitions described in § 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, P.L. 115-232, and FEMA Policy #405-143-1 that prohibit contracting for covered telecommunications equipment or services. The terms expressed in Appendix A of FEMA Policy #405-143-1 are incorporated by reference into and made a part of the Purchase Order. Seller shall include the language of 7.9.11 in the contract documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts). The full text of FEMA Policy #405-143-1 and Appendix A are available at: www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf.

7.9.12 Domestic Preferences for Procurements. Seller, and any of its subcontractors, subconsultants, consultants, vendors, etc., will comply with the Omni Circular, 2 CFR Part 200, § 200.322, as amended, the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act, and Executive Order 14005 which require, to the extent appropriate and consistent with law and to the greatest extent practicable, Seller, and any of its subcontractors, will purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufacture products) when providing goods under the Purchase Order. Seller shall include the language of 7.9.12 in the contract documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts).

8.0 GENERAL TERMS.

8.1 Flow Down Provisions. Seller shall include certain provisions of the Purchase Order, including the Appendices, in all subcontracts that Seller enters into under the Purchase Order. Seller will coordinate with the Council to ensure that all of the required flow-down provisions are properly included in any subcontract Seller issues under the Purchase Order.

8.2 Information Obtained Through Internet Links. The Council does not guarantee the accuracy of the information accessed through the internet links provided in the Purchase Order. Seller understands that any information it obtains through an internet link contained in the Purchase Order does not represent an official version of the federal law, state law, regulation, or directive and may be inaccurate; therefore, any information obtained through an internet link is neither incorporated by reference nor made a part of the Purchase Order, unless the information represents the official version of the law, regulation, or directive.

8.3 Federal Changes. The Council and Seller understand that federal laws, regulations, and directives applicable on the date on that the federal funding agency awards federal assistance for the Purchase Order may be modified from time-to-time. In particular, new federal laws, regulations, and directives may become effective after the effective date of the Purchase Order. The most recent of the federal laws, regulations, and directives will apply to the administration of the Purchase Order at any particular time, except to the extent that the federal funding agency determines otherwise in writing.

8.4 No Obligation by the Federal Government.

8.4.1 The Council and Seller acknowledge that, despite any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to the Purchase Order and will not be subject to any obligations or liabilities to the Council, Seller, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying agreement.

8.4.2 Seller shall include Paragraph 8.4.1 in each subcontract financed in whole or in part with federal funds provided by the federal funding agency. Seller shall not modify Paragraph 8.4.1, except to identify the subcontractor that will be subject to its provisions.

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