**Exhibit \_\_\_\_
Requirements of the Funding Source**

**FUNDING SOURCE IDENTIFICATION**

**City: Mayor and City Council of Baltimore, through its Department of \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contractor/Consultant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Source of Funding:** | **Federal – ARPA** | **Federal/State/City** | **Federal/State/City** |
| **Name of Awarding Agency:** | U.S. Department of Treasury |   |   |
| **Award Title:** | American Rescue Plan Act (“ARPA”) – Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds |   |   |
| **Assistance Listing Number:**  | 21.027 |   |   |
| **City Award Identification Number:** |   |   |  |
| **Term of Contract:** |   |   |   |
| **Contract Amount:** | $  | $  | $  |
| **Cost Center:** |   |   |   |
| **Worktag:** |   |   |   |

1. The Contractor acknowledges that the funding of the Contract/Agreement which this Exhibit is attached to is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, the Contractor shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals.

**Specific requirements of the funding source are incorporated herein, which include but are not limited to the following:**

* **Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA;**
* **Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, the most current version;**
* **Treasury’s Portal for Recipient Reporting State and Local Fiscal Recovery Funds, the most current version;**
* **Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule 31 CFR Part 35 dated May 17, 2021;**
* **Coronavirus State and Local Fiscal Recovery Funds Final Rule 31 CFR Part 35 effective April 1, 2022;**
* **Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, the most current version;**
* **2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the Treasury may determine are inapplicable to the SLFRF program and subject to such exceptions as may be otherwise provided by the Treasury. This includes, but not limited to, compliance with Subpart F Audit Requirements, 2 C.F.R. § 200.303 regarding internal controls, and §§ 200.330 through 200.332 regarding subrecipient monitoring and management; and**
* **U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions, which are set forth below.**

2. With respect to any conflict between the funding source requirements, this Exhibit, the terms of the Agreement/Contract, or the provisions of state law or regulation, and except as otherwise required under federal, state, or city law or regulation, the more stringent requirement shall control and shall amend the Agreement to the extent, and only to the extent, of the conflict.

3. **As applicable, the Contractor shall comply with the assurances and certifications, which are set forth below.**

4. The Contractor, by executing this Exhibit, hereby agrees and acknowledges that Contractor will reimburse the City in a sum equivalent to the amount of any disallowed expenditures in the event that the City, through audit exception or other action, determines that the Contractor’s expenditure of funds, performance of work or submittal of documentation of work performed under this Agreement, including but not limited to work performed by any subcontractor under the Agreement, was not performed in compliance with the Agreement, including this Exhibit or other applicable law. Further, the City reserves the right to set-off any reimbursement obligations owed to the City by Contractor under this provision against any request for payment under the Agreement. This reimbursement obligation will terminate upon the expiration of five (5) years after the expiration or termination of the Agreement.

5. The Contractor agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state or local statute, ordinance, rule or regulation or by policy adopted or issued by the City, State, or Federal government.

**GENERAL REQUIREMENTS OF FEDERAL FUNDING SOURCE:**

1. **Remedies.**
	1. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provides for such sanction and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
	2. Compliance. The parties shall comply with the administrative, contractual, or legal remedies in the Agreement for when the Contractor violates or breaches the contract terms and shall comply with the applicable sanctions and penalties as appropriate in the Agreement.
2. **Termination for Cause and Convenience.**
	1. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
	2. Compliance. The parties shall comply with the termination for cause provision and the termination for convenience provision in the Agreement.
3. **Equal Employment Opportunity.**
	1. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
	2. Compliance. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2)The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3)The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4)The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5)The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6)The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7)In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8)The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

1. **Davis-Bacon Act.** (If the Davis-Bacon Act is not applicable, the Contractor and its subcontractors shall comply with the City’s Prevailing Wage statute at Article 5, Subtitle 25, of the City Code).
	1. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
	2. Compliance. Insertion of the following suggested language:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

1. **Contract Work Hours and Safety Standards Act.**
	1. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
	2. Compliance. Insertion of the following suggested language:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The federal awarding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

1. **Rights to Inventions Made Under a Contract or Agreement.**
	1. Standard. If the federal awarding agency award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.
	2. Compliance. The parties shall comply with the above Standard. if applicable.
2. **Clean Air Act and the Federal Water Pollution Control Act.**
	1. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 -1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
	2. Compliance. Insertion of the following suggested language:

Clean Air Act

1. The contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 -1387). Violations must be reported to the federal funding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the federal awarding agency.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the federal awarding agency.

1. **Debarment and Suspension.**
	1. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and federal awarding agency’s regulations on debarment and suspension. See 2 C.F.R. Part 200, Appendix II, ¶ H.
	2. Compliance. Insertion of the following suggested language:

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1. **Byrd Anti-Lobbying Amendment.**
	1. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. See 2 C.F.R. Part 200, Appendix II, ¶ I.
	2. Compliance. Insertion of the following suggested language and certification:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

1. **Procurement of Recovered Materials.**
	1. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II, ¶ J; and 2 C.F.R. § 200.323.
	2. Compliance. Insertion of the following suggested language:

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —

* Competitively within a timeframe providing for compliance with the contract performance schedule;
* Meeting contract performance requirements; or
* At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines website.

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

1. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**
	1. Standard. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology of any system. See 2 C.F.R. Part 200, Appendix II, ¶ K; and 2 C.F.R. § 200.216.
	2. Compliance. The Contractor agrees to comply with Public Law 115-232, section 889, and 2 C.F.R. § 200.216. As described in Public Law 115-232, section 889, “covered telecommunications equipment” is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. **Domestic Preferences for Procurements.**
	1. Standard. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete; glass, including optical fiber; and lumber. See 2 C.F.R. Part 200, Appendix II, ¶ L; and 2 C.F.R. § 200.322.
	2. Compliance. The Contractor agrees to comply with 2 C.F.R. § 200.322.
3. **Copeland Anti-Kickback Act.**
	1. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
	2. Compliance. Insertion of the following suggested language:

 Compliance with the Copeland “Anti-Kickback” Act.

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

1. **Access to Records.**
	1. Standard. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non–Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non–Federal entity’s personnel for the purpose of interview and discussion related to such documents. See 2 C.F.R. § 200.337.
	2. Compliance. Insertion of the following suggested language:
		1. The Contractor agrees to provide the Federal awarding agency, Inspectors General, the Comptroller of the United States, or any of their authorized representatives access to any documents, papers, or other records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
		2. The Contractor agrees to permit any of the foregoing parties to reproduce by means whatsoever or to copy excerpts and transcriptions as reasonably needed.
		3. The Contractor agrees to provide the Federal awarding agency Administrator or his/her authorized representatives access to construction or work sites pertaining to the work being completed under the Agreement.
		4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the Federal awarding agency Administrator or the Comptroller General of the United States.
2. **Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms.** (If applicable, the Contractor shall comply with the requirements for Minority and Women’s Business Enterprises and Small Local Business Enterprises at the Baltimore City Code, Article 5, Subtitle 28 for this Standard).
	1. Standard. The Contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Such affirmative steps as stated in 2 C.F.R. § 200.321 must include:
		1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
		2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
		3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
		4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
		5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
	2. Compliance. The Contractor shall comply with the above Standard. if applicable.
3. **Copyright and Data Rights.**
	1. Standard. The City is required by 2 C.F.R. § 200.315 to provide certain licenses with respect to copyright and data to the federal awarding agency.
	2. Compliance. Insertion of the following language:
	3. “License and Delivery of Works Subject to Copyright and Data Rights.” The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, are written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor shall deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable to the City.
4. **Conflicts of Interest.**
	1. Standard. The Contractor must take all necessary affirmative steps to prevent conflicts of interest as required by 2 C.F.R. § 200.318.
	2. Compliance. The Contractor must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Contractor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

**ASSURANCES AND CERTIFICATIONS**

**A. ASSURANCES**

In performing its responsibilities under this Contract, the Contractor hereby assures that it will fully comply with the following provisions as applicable:

1. Shall comply with the requirements of section 602 and 603 of the Social Security Act, regulations adopted by the U.S. Department of Treasury pursuant to sections 602(f) and 603(f) of the Act, Coronavirus State and Local Fiscal Recovery Funds Final Rule, codified at 31 CFR Part 35, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions, and guidance issued by Treasury regarding the foregoing, all of which are expressly incorporated herein by reference.
2. Shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
3. Is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles. (Increasing Seat Belt Use in the United States – Executive Order 13043, 62 FR 19217 (Apr. 18, 1997)).
4. Is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers (Reducing Text Messaging While Driving – Executive Order 13513, 74 FR 51225 (Oct. 6, 2009)).
5. Shall comply with all applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including but not limited to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, which are incorporated herein by reference.
6. Agrees and acknowledges that the Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.
7. Shall comply with all other applicable Federal, State, and City laws, executive orders, regulations and policies governing this Agreement.

**B. CERTIFICATIONS**

**1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS.**

As required by Executive Orders 12549 and 12689, the undersigned, on behalf of the Contractor, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**2. FALSE STATEMENTS.**

The Contractor understands that making false statements or claims in connection with this contract is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**3. CERTIFICATION REGARDING LOBBYING.**

As required by Section 1352, Title 31 of the United States Code, and implemented for persons entering into a grant or cooperative agreement over $100,000, the undersigned, on behalf of the Contractor, certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statement, apply to this certification and disclosure, if any.

**4. CERTIFICATION OF NON-DELINQUENCY OF FEDERAL DEBT.**

The undersigned, on behalf of the Contractor, certifies to the best of his or her knowledge and belief that the Contractor is not delinquent in the repayment of any Federal debt as required by 28 U.S.C.S. § 3201.

**5. CERTIFICATION REGARDING CONFLICT OF INTEREST**

The undersigned, on behalf of the Contractor, certifies that Contractor is not aware of any employee, officer, staff member or agent of the Contractor; any member of the principals’ immediate family members; or any organization, which employs, or is about to employ, any of the proceeding, has a financial or other interest in the Contractor selected for award.

Further, the undersigned, on behalf of the Contractor, certifies that Contractor is aware of all applicable ethics and conflicts of interest statutes, rules, and regulations, including but not limited to 2 CFR 200.318, and that the Contractor and its officers and employees are in compliance with these statutes, rules, and regulations.

*The undersigned of the Contractor further provides assurance that it will include the language of the above certifications in all subawards/subcontracts and that all subrecipients shall certify and disclose accordingly.*

*As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certifications.*

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Signature of Authorized Representative Date

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Print Name and Title of Authorized Representative

**AWARD TERMS AND CONDITIONS**





