

## ADDITIONAL TERMS AND CONDITIONS FOR FEDERALLY-FUNDED TRANSACTIONS

The purchase of goods or services funded in whole or in part by the Federal Government are subject to the requirements of 2 C.F.R. §§ 200.317 – 200.326 and 2 C.F.R. Part 200, Appendix II. In all federally-funded transactions, the contractor, vendor, or supplier (“Contractor”) is responsible for ensuring its compliance with all applicable Federal requirements. The following contract clauses shall be incorporated in any federally-funded contract awarded by the City of Hampton, Virginia, its governing body, officers, employees, and agents (“City”) as indicated below.

### I. TERMS REQUIRED FOR ALL CONTRACTS

<b>SUSPENSION AND DEBARMENT</b>	
Authorizing Legislation	Executive Order 12549 (1986), Executive Order 12689 (1989), 2 C.F.R. Part 3000
Required Contracts	<b>All Contracts</b>

- A. The contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, contractor is required to verify that neither the Contractor, nor its 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).
- B. 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.
- C. This certification is a material representation of fact relied upon by the City. If it is later determined that 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.
- D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its respective lower tier covered transactions.

<b>BYRD ANTI-LOBBYING AMENDMENT</b>	
Authorizing Legislation	31 U.S.C. 1352, 45 C.F.R., Part 18, Appendix A
Required Contracts	<b>All Contracts</b>

- A. 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.

The certificate entitled Certification Regarding Lobbying (See “Appendix B” hereto) must be completed and returned with this Agreement.

**B. Required Certification.** If applicable, contractors must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING  
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

\_\_\_\_\_  
Name and Title of Contractor’s Authorized Official

\_\_\_\_\_  
Date

**PROCUREMENT OF COVERED MATERIALS**

Authorizing Legislation	42 U.S.C. § 6962, Section 6002 of the Solid Waste Disposal Act
Required Contracts	<b>All Contracts Over \$10,000</b>

- A. 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:
  - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 2. Meeting contract performance requirements; or
  - 3. At a reasonable price.
  
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
  
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

<b>TERMINATION FOR CAUSE/CONVENIENCE</b>	
Authorizing Legislation	2 C.F.R. Part 200, Appendix II (B)
Required Contracts	<b>All Contracts</b>

See General Terms and Conditions.

<b>ACCESS TO RECORDS</b>	
Authorizing Legislation	DHS Standard Terms and Conditions v.3.0 (2013)
Required Contracts	<b>All Contracts</b>

The following access to records requirements apply to this contract:

- A. The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  
- C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
  
- D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

<b>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT</b>	
Authorizing Legislation	29 C.F.R. 5.5(b)
Required Contracts	<b>All Contracts Over \$100,000 Utilizing Mechanics or Laborers</b> (as defined in 40 U.S.C. §§ 3701)

- A. 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.
  
- B. 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.
  
- C. Withholding for unpaid wages and liquidated damages. The City 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.
  
- D. 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.

<b>CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT</b>	
Authorizing Legislation	40 U.S.C. § 7401-7671(q), 33 U.S.C. § 1251-1387, 29 C.F.R. § 5.5(b)
Required Contracts	<b>All Contracts Over \$150,000</b>

- A. Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. 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 FEMA, and the appropriate Environmental Protection Agency (EPA) Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**B. Federal Water Pollution Control Act**

1. 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. 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 FEMA, and the appropriate EPA Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

<b>LEGAL/CONTRACTUAL/ADMINISTRATIVE REMEDIES FOR BREACH</b>	
Authorizing Legislation	2 C.F.R. Part 200, Appendix II(A)
Required Contracts	<b>All Contracts Over \$250,000</b>

See General Terms and Conditions.

**II. TERMS RECOMMENDED FOR ALL CONTRACTS**

<b>CONTRACT CHANGES OR MODIFICATIONS</b>	
Recommended Contracts	<b>All Contracts</b>

See General Terms and Conditions.

<b>COMPLIANCE WITH FEDERAL LAW REGULATIONS AND EXECUTIVE ORDERS</b>	
Recommended Contracts	<b>All Contracts</b>

This is an acknowledgement that financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

<b>NO OBLIGATION BY FEDERAL GOVERNMENT</b>	
Recommended Contracts	<b>All Contracts</b>

The Federal Government is not a party to this contract 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.

<b>PROGRAM FRAUDULENT STATEMENTS OR RELATED ACTS</b>	
Authorizing Legislation	31 U.S.C. §§ 3729-3733
Recommended Contracts	<b>All Contracts</b>

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.