

SUPPLEMENTARY TERMS AND CONDITIONS

(A) EQUAL OPPORTUNITY CLAUSE

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

(a) 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) 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.

(c) 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.

(d) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) 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.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (g) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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.

(h) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (2) The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

- (3) 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.
- (4) 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.
- (5) 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.
- (B)** The contractor 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 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 Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.
- (C) COPELAND ANTI-KICKBACK ACT.** Contractor agrees it shall comply 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"). The obligations thereunder include, but are not limited to, the requirement that Contractor shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 C.F.R. Part 3 and 29 C.F.R. Part 5 during the preceding weekly payroll period. This statement shall include a "Statement of Compliance" executed by the Contractor or Subcontractor or by an authorized officer or employee of the Contractor or

Subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The Contractor shall comply with all other applicable "Anti-Kickback" regulations in 29 CFR Part 3 and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by the Subcontractors with such regulations, and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

(D) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (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 40 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 40 hours in such workweek. The Contractor or Subcontractor shall comply with all other applicable Contract Work Hours and Safety Standards Act regulations in 29 CFR Part 5 and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by the Subcontractors with such regulations, and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in subparagraph (1) of this paragraph (F), the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable 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 subparagraph (1) of this paragraph (F), in the sum of \$29 for each calendar day (or higher as provided by any subsequent federal regulations) on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub-paragraph (1) of this paragraph (F).
- (3) *Appeal of withholding for unpaid wages and liquidated damages.* Any contractor or subcontractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the Secretary of the Treasury or her designee. Any appeal shall be pursuant to the requirements and/or procedures contained in 29 CFR Part 3 or any other applicable regulations.
- (4) *Subcontracts.* The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph (F) 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 subparagraphs (1) through (4) of this paragraph.

(E) ENVIRONMENTAL COMPLIANCE. Contractor and/or Subcontractor agrees that it will 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). Contractor and/or Subcontractor agrees that it will report all violations to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).

(F) DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). Contractor and/or Subcontractor represents and warrants that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Any party listed on SAM Exclusions shall be ineligible to be awarded this Contract or any subcontract hereunder.

(G) ANTI-LOBBYING AMENDMENT. Contractor and/or Subcontractor certifies, to the best of its knowledge and belief that:

(5) No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor and/or Subcontractor, 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; and

(6) If any funds other than federally 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 Contractor and/or Subcontractor shall complete and submit OMB Standard Form LLL, Disclosure of Lobbying Activities in accordance with its instructions.

(H) PROCUREMENT OF RECOVERED MATERIALS. Contractor and/or Subcontractor agrees that it will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the requirements of which include:

(7) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials

practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;

- (8) procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- (9) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(I) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor and/or Subcontractor agrees and acknowledges that it is prohibited from obligating or expending loan or grant funds to:

- (10) procure or obtain;
- (11) extend or renew a contract to procure or obtain; or
- (12) 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 as part of any system. As described in Public Law 115–232, section 889, “covered telecommunications equipment” is telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). The prohibition in this subsection includes (a) telecommunications or video surveillance services provided by such entities listed above or using such equipment; and (b) 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.

(J) DOMESTIC PREFERENCES FOR PROCUREMENTS. Contractor and/or Subcontractor agrees, to the greatest extent practicable under this Contract, 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). Contractor and/or Subcontractor further agrees that the requirements of this subsection must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this subsection: (1) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (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.

(K) MISSISSIPPI EMPLOYMENT PROTECTION ACT. Contractor and/or Subcontractor represent and warrant that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session, codified as Miss. Code Ann. § 71-11-1, *et seq.*) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-verify Program, or any other successor electronic verification system replacing the E-verify Program. Contractor and/or Subcontractor each agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Subrecipient and Contractor further represent and warrant that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Subrecipient and Contractor each understand and agree that any breach of these warranties may subject Contractor and/or Subcontractor to the following: (a) termination of this Contract and ineligibility for any state or public contract in Mississippi for up to 3 years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor and/or Subcontractor by an agency, department or government entity for the right to do business in Mississippi for up to 1 year, or (c) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit.

(L) BIDS FOR PUBLIC WORKS PROJECTS UTILIZING FUNDS RESULTING FROM A FEDERALLY DECLARED DISASTER. Pursuant to Mississippi Code Annotated § 31-5-37, all contractors submitting bids for public works projects that involve an expenditure of Five Thousand Dollars (\$5,000.00) or more and that are financed, in whole or in part, through the use of funds received by state or local governmental entities resulting from a federally declared disaster shall submit with their bid a certification that they will comply with the provisions of this section if they are awarded a contract. Contractor therefore agrees that it shall submit to the City and the Mississippi Department of Employment Security an employment plan within seven (7) days after the award of this Contract which shall include the following:

- (13)The types of jobs involved in the public works project;
- (14)The skill level of the jobs involved in the project;
- (15)Wage information on the jobs involved in the project;
- (16)The number of vacant positions that the Contractor and any subcontractor needs to fill;
- (17)How the Contractor and any subcontractor will recruit, low-wage and unemployed individuals for job vacancies;
- (18)Such other information as may be required by the Mississippi Department of Employment Security; and
- (19)Proof of registration with the Mississippi Department of Employment Security for taxation in accordance with the provisions of Title 71 of the Mississippi Code.

Further, Contractor and/or Subcontractor agree that, from the date written notice of the Contract award is received and until ten (10) business days after the receipt of the

employment plan by the Mississippi Department of Employment Security, Contractor and any Subcontractor shall not hire any personnel to fill vacant positions necessary for this public works project except residents of the State of Mississippi who are to be verified by the Mississippi Department of Employment Security and/or those qualified individuals who are submitted by the Mississippi Department of Employment Security. For purposes of this subsection, the Contractor and/or Subcontractor is authorized to employ Mississippi residents to begin work immediately, and such persons are to be verified by the Mississippi Department of Employment Security after employment by the Contractor and/or Subcontractor. During the ten-day period the Mississippi Department of Employment Security shall submit qualified individuals to the Contractor to consider for the vacant positions. The Contractor shall review the individuals submitted by the department before hiring individuals who are not submitted by the department. The Contract award shall be vacated if the Contractor fails to comply with the provisions of this subsection.

(M) RECORDS. Financial records, supporting documents, statistical records, and all other Contractor and/or Subcontractor records pertinent to this Contract must be retained for a period of three years from the date of submission of the final expenditure report by the City to the U.S. Department of Treasury. The only exceptions to the requirements listed above in this subsection are contained in 2 C.F.R. § 200.334. All financial information and data relevant to this Contract or any work performed thereto shall be compiled and maintained in accordance generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Contract or any subcontract thereunder. The Contractor and/or Subcontractor shall also maintain the financial information and data used in the preparation or support of any cost submission for any negotiated subcontract or change order and a copy of the cost summary submitted to the City.

(N) ACCESS TO RECORDS. Contractor and/or Subcontractor agrees to allow the City, the U.S. Department of Treasury, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor and/or Subcontractor which are directly pertinent to the Contract or the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act for the purpose of making audits, examinations, excerpts, and transcriptions. The rights of access in this subsection are not limited to the required retention period but last as long as the records are retained.

(O) PUBLICATIONS. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

(P) INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor 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.

(Q) REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

