



# **HILLSBOROUGH COUNTY SHERIFF'S OFFICE**

**HILLSBOROUGH COUNTY SHERIFF'S OFFICE  
SHERIFF'S OPERATIONS CENTER  
2008 EAST 8TH AVENUE  
TAMPA, FL 33605**

**THIS IS A LEGALLY BINDING AGREEMENT  
BETWEEN  
THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE  
AND  
TMCAA, INC. DBA ALLIGATOR ALLEY HARLEY-DAVIDSON**

This Master Agreement is made and entered into as of the Effective Date, by and between TMCAA, Inc. DBA Alligator Alley Harley-Davidson ("CONTRACTOR") and the Hillsborough County Sheriff's Office ("HCSO"); and

**WHEREAS**, HCSO desires to enter into a Master Agreement by and between Hillsborough County Sheriff's Office ("HCSO") and TMCAA, Inc. DBA Alligator Alley Harley-Davidson ("CONTRACTOR"), as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of in stock or inventory vehicles;

**WHEREAS**, an Invitation to Bid ("ITB") was issued on August 14, 2024, and the HCSO selected the CONTRACTOR for award pursuant to the ITB;

**WHEREAS**, CONTRACTOR represents and warrants that it is qualified to supply the products required by the HCSO as set forth under this Master Agreement;

**WHEREAS**, said Master Agreement provides that any unit of local government, political subdivision or agency of the State of Florida, including but not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida; and any Eligible User as defined in F.A.C. 60A-1.001(2) (hereinafter referred to as "Eligible Purchaser" or collectively, "Eligible Purchasers") may purchase products and

services at the prices indicated in the Master Agreement through the Florida Sheriffs Association ("FSA") Cooperative Purchasing Program ("CPP");

**WHEREAS**, FSA has the administrative and legal capacity to administer purchases under the Master Agreement to Eligible Purchasers;

**WHEREAS**, HCSO desires FSA to proceed with administration of the Master Agreement;

**WHEREAS**, HCSO and CONTRACTOR desire to enter into this Agreement to make available the Master Agreement to Eligible Purchasers through the FSA CCP;

NOW, THEREFORE, the parties agree as follows:

**1. Term of the Agreement.** The Contract shall be effective for four (4) years from the date of award with optional renewals for up to three (3) additional two (2) year periods. Contract extensions will only be executed when the HCSO determines, based on then-existing conditions, that it is in the best interest of the HCSO and the Eligible Purchasers to do so. The obligation to pay all amounts owed by CONTRACTOR to FSA through the termination of this Agreement and all indemnifications afforded by CONTRACTOR to FSA and HCSO shall survive the term of this Agreement.

**2. Effective Date of Agreement.** This Agreement shall become effective on the last date of execution set forth on the signature page hereof.

**3. ITB and Bid Incorporated by Reference.** The Invitation to Bid (ITB) dated August 14, 2024, and the bid submitted by the CONTRACTOR in response to the ITB (the "Bid"), including any amendments or modifications thereto, are hereby incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Master Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the terms of this Contract and the ITB and Bid, the terms of this Contract shall prevail.

**4. Indemnification.** The CONTRACTOR shall protect, indemnify, and hold harmless HCSO and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the CONTRACTOR, CONTRACTOR employees or CONTRACTOR subcontractors in the preparation of the solicitation and the later execution of the Master Agreement.

FSA and FSA CCP shall be afforded all of the rights, privileges and indemnifications afforded to HCSO under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to FSA under this Agreement.

**5. General Terms and Conditions.**

- a. CONTRACTOR shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- b. With respect to any purchases made by HCSO or any Eligible Purchaser pursuant to the Master Agreement, FSA (a) shall not be construed as a dealer, representative, or agent of any type of CONTRACTOR, HCSO, or such Eligible Purchaser, (b) shall not be obligated, liable or responsible (1) for any orders made by HCSO, any Eligible Purchaser or any employee of HCSO or Eligible Purchaser under the Master Agreement, or (2) for any payments required to be made with respect to such order, and (c) shall not be

obligated, liable or responsible for any failure by the Eligible Purchaser to (1) comply with procedures or requirements of applicable law, or (2) obtain the due authorization and approval necessary to purchase under the Master Agreement. FSA makes no representations or guarantees with respect to any minimum purchases required to be made by HCSO, any Eligible Purchaser, or any employee of HCSO or Eligible Purchaser under this Master Agreement.

**6. Fees and Reporting.** The FSA CPP charges three quarters of one percent (.0075) to administer the contract. The administrative fees are the contractual responsibility of the CONTRACTOR.

After receipt of payment from contract purchases, the CONTRACTOR shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if the CONTRACTOR fails to incorporate the administrative fee in its bid pricing.

The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items.

The instructions for electronic payment or wiring of funds is included in Exhibit A. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association  
Cooperative Purchasing Program  
2617 Mahan Drive  
Tallahassee, FL 32308

CONTRACTOR shall maintain an accounting of all purchases made by Eligible Purchasers under the Master Agreement. FSA and HCSO reserve the right to audit the accounting for a period of four (4) years from the date FSA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by HCSO or FSA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, CONTRACTOR shall promptly pay FSA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse FSA's costs and expenses for such audit.

**7. Federal Grant Compliance.** Pursuant to CONTRACTOR's signature of the Federal Grant Compliance paperwork, as referenced in Part A, Paragraph 12 of ITB 2024-005, CONTRACTOR has indicated their willingness to comply with the requirements outlined in the attached Exhibit B for federally funded purchase orders.

**8. Breach of Contract Terms.** HCSO reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any contract term. If the

CONTRACTOR or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**9. Assignment.** The CONTRACTOR will not assign, transfer, convey, or otherwise dispose of this contract or any part thereof, or of its right title or interest therein or its power to execute this contract or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.

**10. Default.** The Contract may be canceled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the CONTRACTOR upon non-performance or violation of Contract terms. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the CONTRACTOR to deliver service, materials, or items within the time stipulated in the Bidder's response or this contract, unless extended in writing by the Financial Services Division, shall constitute Contract default. If the CONTRACTOR defaults on the contract they may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO.

**11. E-verify Requirement.** Pursuant to §448.095, Fla. Stat., the Sheriff requires the CONTRACTOR, and any and all subcontractors, if permitted by agreement, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the CONTRACTOR has knowingly violated §448.09(1), Fla. Stat., the contract will be terminated. If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the CONTRACTOR otherwise complied with this subsection, the Sheriff will promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. Termination of any and all contracts and/or sub-contracts as provided above, does not constitute a breach of contract and may not be considered as such. If the Sheriff terminates a contract with the CONTRACTOR as provided above, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The CONTRACTOR is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

**12. Emergency.** If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the item(s) from the most available source.

**13. Final Inspection and Acceptance.** Final inspection and acceptance of all items and services specified for delivery under this Contract to the Eligible Purchasers shall be accomplished by the Eligible Purchasers.

**14. Non-Discrimination.** CONTRACTOR shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status.

CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act. The CONTRACTOR agrees that compliance with this provision constitutes a material condition to this agreement, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. The CONTRACTOR further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

**15. Choice of Law & Forum.** CONTRACTOR agrees that any and all agreements and transactions and performances resulting from this Agreement will be governed by the laws of the State of Florida, and the venue for any legal action will be Hillsborough County, Florida. CONTRACTOR shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the performance term relative to the Agreement.

**16. Sovereign Immunity.** Nothing in these terms or conditions is intended nor shall it be construed or interpreted to waive or modify HCSO's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.

**17. Public Records Law.** The Florida Constitution, Article I, Section 24, as well as Florida Statute § 119.07(1), provides that information received pursuant to law or ordinance or in connection with the transaction of official business by an Agency is a public record and must be released upon request unless an exemption from the Florida Public Records Act applies. Contractor acknowledges its obligations under Florida Statute § 119.0701(2)(b), and the following language is included pursuant to Florida Statute § 119.0701(2)(a):

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTE TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SHERIFF'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Hillsborough County Sheriff's Office  
Records Section – Freddie Solomon Annex  
1900 East 9th Avenue  
Tampa, Florida 33605  
(813) 247-0960**

**[Rec\\_Request@HCSO.Tampa.FL.US](mailto:Rec_Request@HCSO.Tampa.FL.US)**

**18. Confidentiality of HCSO Operations.** To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of HCSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of HCSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Contract. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to HCSO that the remedy at law for any such violation or threatened violation will not be adequate and HCSO shall be entitled to temporary and permanent injunctive relief. The provisions of this clause shall remain in full force

and effect and enforceable even after the expiration of the contract. At the option of HCSO, employees and/or subcontractors of CONTRACTOR that will be working on this contract will be required to electronically sign a confidentiality agreement.

**19. Severability.** In the event any provisions of these terms and conditions are held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the terms and conditions which shall remain in full force and effect and enforceable in accordance with these terms and conditions.

**20. Enforcement.** In the event either party incurs legal expenses or costs to enforce these terms and conditions, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limiting, reasonable attorney's fees and costs.

**21. No Third Party Beneficiaries.** This Contract is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in these terms and conditions shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

**22. Termination.** The Contract and the parties' performance may be terminated upon the following events:

- a. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, the Contract may be terminated on the terms and dates stipulated therein.
- b. **Termination Without Cause.** The HCSO can terminate the Contract in whole or part without cause by giving written notice to the CONTRACTOR of such termination, which shall become effective 30 calendar days following receipt by CONTRACTOR of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the HCSO.

The CONTRACTOR shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any.

The CONTRACTOR shall not be entitled to recover any lost profits that the CONTRACTOR expected to earn on the balance of the Contract or cancellation charges.

Any payments to the CONTRACTOR shall be only to the total extent of the Eligible Purchaser's liability for goods or services delivered prior to the date of notice to terminate the Contract.

- c. **Termination for Cause.** If through any cause within the reasonable control of the CONTRACTOR, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this Contract, the HCSO shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the CONTRACTOR and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the HCSO, and the failure to exercise such right shall not

be deemed to constitute a waiver of this right.

In the event of a termination for cause, the Eligible Purchaser shall compensate the CONTRACTOR in accordance with the Contract for all services performed by the CONTRACTOR prior to termination, net of any costs incurred by the Eligible Purchaser and HCSO as a consequence of the default.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the HCSO for damages sustained by the HCSO by virtue of any breach of the Contract by the CONTRACTOR, and the HCSO may reasonably withhold payments to the CONTRACTOR for the purposes of offset until such time as the exact amount of damages due the HCSO from the CONTRACTOR is determined.

- d. **Immediate Termination by HCSO:** HCSO, in its sole discretion, may terminate the Contract immediately upon the occurrence of any of the following events:
- i. CONTRACTOR's violation of the Public Records Act;
  - ii. The insolvency, bankruptcy or receivership of CONTRACTOR;
  - iii. CONTRACTOR's violation or non-compliance with NONDISCRIMINATION Section of these terms and conditions; or
  - iv. CONTRACTOR fails to maintain insurance in accordance with the INSURANCE Section of the ITB.
  - v. CONTRACTOR is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria.
  - vi. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Neither the expected termination nor the expiration of the Contract shall relieve CONTRACTOR, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services until the date of termination.

Notwithstanding any other provisions of these terms and conditions, the CONTRACTOR'S duty to indemnify and defend HCSO as set forth in these terms and conditions shall survive the termination or expiration of the Agreement.

**23. Foreign Influence.** CONTRACTOR represents and warrants that it has made any applicable disclosures to HCSO which are required under Florida Statute 286.101(3)(a) pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

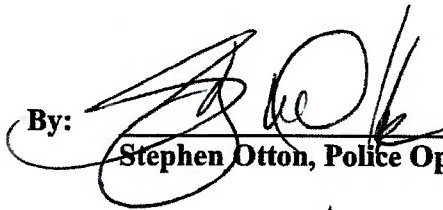
**24. Remedy of Right to Seek Substitute Performance.** If the CONTRACTOR or its subcontractors (if any), defaults or neglects to carry out the work in accordance with this Contract

and fails within a ten (10) day period after receipt of written notice from HCSO to commence and continue correction of such default or neglect with diligence and promptness, HCSO may, without prejudice to other remedies HCSO may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due CONTRACTOR the reasonable cost of correcting such deficiencies, including HCSO's expenses and compensation for any additional services, made necessary by such default, neglect or failure. Notwithstanding the foregoing or any other provision within this Contract to the contrary, HCSO has a right to claim an anticipatory breach of the contract by CONTRACTOR and can demand assurance of performance at any time and if said assurance of performance from CONTRACTOR is inadequate, HCSO at its sole discretion may immediately impose the remedy of substitute performance described herein without tendering any further notices to CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

**TMCAA, Inc. DBA  
Alligator Alley Harley-Davidson**

**Hillsborough County Sheriff's Office**

By:   
Stephen Otton, Police Operations

By:   
Chad Chronister, Sheriff

Date: 11/14/2024

Date: 11/25/24

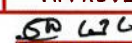
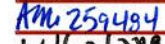




HCSO STAFF	APPROVED	DATE
DIST/DIV		11-18-24
LEGAL		11-20-24
FSD		11-22-24
DEPARTMENT		11-21-24
CHIEF DEPUTY		11/25/24
CHIEF DEPUTY		11/25/24



EXHIBIT A



PROTECTING, LEADING & UNITING SINCE 1893

# FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive  
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665  
[flsheriffs.org](http://flsheriffs.org)    

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Automated Payments through ACH

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company can pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account  
Capital City Bank  
Routing Number: 063100688  
Account Number: 0010867001

Please email any payment remittance information to [accounting@flsheriffs.org](mailto:accounting@flsheriffs.org).

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at [teldridge@flsheriffs.org](mailto:teldridge@flsheriffs.org) or call (850) 559-5668.

Sincerely,

*Trish Eldridge*

Director of Accounting and Finance  
Florida Sheriffs Association

**EXHIBIT B**

In addition to other provisions negotiated with purchasers placing federally funded purchase orders, the Contractor must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>\$2,000	
Contract Work Hours and Safety Standards Act			>\$2,000	
Contract Work Hours and Safety Standards Act	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

**EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 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 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The clause set forth in 41 CFR 60-1.4(b)

## EXHIBIT B

is incorporated herein by reference. Contractor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

**DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148):** When required by Federal program legislation, 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 (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). 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. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Contractors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37):** Contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).

(a) Overtime requirements. Neither Contractor nor any contractor or subcontractor contracting for any part of the purchase order 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 15(a), Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor or such subcontractor shall be liable to the United States (in the case of work done under the 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 15(a), in the sum of \$29 for

## EXHIBIT B

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 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser 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 Contractor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Contractor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

**RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR 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 awarding agency. Contractor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

**CLEAN AIR ACT (42 U.S.C. 7401 et seq.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.), as amended:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

**DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689):** By accepting or performing this purchase order, Contractor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Contractor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Contractor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

## EXHIBIT B

**LOBBYING RESTRICTIONS (31 U.S.C. 1352):** By accepting or performing this purchase order, Contractor certifies 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. Contractor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Contractor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Contractor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

**PROCUREMENT OF RECOVERED MATERIALS:** 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. The requirements of Section 6002 include 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Contractor shall comply with this clause and include this clause in all lower-tier subcontracts.

### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

(a) 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 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 or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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).

## EXHIBIT B

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) 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.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

### DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) 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). Contractor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) 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 stage 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.