



## ATTACHMENT A - SERVICE TERMS

This Attachment is incorporated into the Corridors of Opportunity Creative Spaces Initiative (the "Agreement") between the City of Charlotte (the "City") and {---Vendor Legal Name---} (the "Subrecipient"). Capitalized terms not defined in this Attachment will have the meanings stated in the Agreement.

1. **Services.** Subrecipient agrees to perform the services described in the Statement of Work Attachment (the "Services"). Additional Statement of Work Attachments may be added to this Agreement by a written amendment, and once added shall become part of the "Services."
2. **Expenses.** Subrecipient shall not be entitled to charge the City for any travel, mileage, meals, materials, or other costs or expenses associated with this Agreement.
3. **Records.** The Subrecipient must maintain all records and make such records available to the City and the Federal Agency as required under 2 C.F.R. Part 200, including but not limited to 2 C.F.R. Sections 200.334 through 200.338, as well as such additional audits as are required by the City and the Federal Agency.
4. **Audits.** The Subrecipient must comply with the audit requirements contained in 2 C.F.R. Part 200, including but not limited to 2 C.F.R. Sections 200.500 through 200.521, as well as any requirements required by the Federal Agency and the City.
5. **Procurement.** The Subrecipient must reply with the requirements contained in 2 C.F.R. Part 200 and the North Carolina General Statutes when procuring products or services to be acquired using federal funds, as well as such other requirements as are required by the Federal Agency and the City.
6. **Employment Taxes and Employee Benefits.** Subrecipient acknowledges and agrees that Subrecipient's employees and subcontractors are not employees of the City. Subrecipient represents, warrants, and covenants that Subrecipient will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation, and other payments and deductions that are required by law relating to provision of the Services. Subrecipient shall indemnify, defend, and hold harmless the City and the City' officials, employees and agents from and against any and all claims, losses, damages, fines, penalties, obligations, liabilities and expenses, including but not limited to reasonable attorneys' fees arising from Subrecipient any claim that an individual performing the Service is an employee of the City.
7. **City Resources.** The City is not required to provide any information, personnel, facilities, or other resources aside from what is specifically required in the Statement of Work unless the City can do so at no cost. When this Attachment requires the City to provide a resource, Subrecipient shall request it in writing in a timely manner. If Subrecipient will be delayed in performing due to any failure by the City to provide a resource required by this Agreement, Subrecipient shall promptly notify in writing both the City Business Contact and Official Notice Recipients identified in the General Conditions. Failure or delay by the City to provide required resources will not excuse Subrecipient from any failure or delay in performance unless Subrecipient has followed these steps. The duration of any excused delay will be limited to the time period after Subrecipient has followed these steps.
8. **Compensation for Termination Without Cause.** If the City terminates this Agreement without cause, the City shall pay Subrecipient for Services rendered through the date of termination at the rates set forth in the Price Schedule. The City's obligation to make such payments is conditioned upon Subrecipient having complied with the Section of General Conditions captioned "Obligations On Termination," and is subject to the City's right to inspect billing records and dispute any charges as provided under this Attachment.
9. **City Materials and Data Treated as Confidential.** Subrecipient will treat as confidential information all data and materials provided by or processed for the City in connection with this Agreement. Subrecipient will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Agreement.

## ATTACHMENT B - GENERAL CONDITIONS

This Attachment is incorporated into the Corridors of Opportunity Creative Spaces Initiative (the "Agreement") between the City of Charlotte (the "City") and {---Vendor Legal Name---} (the "Subrecipient"). Capitalized terms not defined in this Attachment will have the meanings stated in the Agreement.

1. **Priority of Attachments.** In the event of a conflict among the Attachments, the Attachments shall have priority in the order in which they are listed on the Cover Sheet.
2. **Invoices.**
  - (a) Each invoice sent by Subrecipient shall detail all Services performed and delivered which are necessary to entitle Subrecipient to the requested payment under the terms of this Agreement. All invoices must include an invoice number and the City purchase order number for purchases made under this Agreement. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order. The City will reimburse the Subrecipient only for allowable costs incurred by the Subrecipient in the successful completion of each Service.
  - (b) As required under 2 C.F.R. Section 200.415(a), to assure that expenditures are proper and in accordance with the terms and conditions of the federal award and approved project budgets, the invoices requesting payment must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."
3. **Payment Terms.** The City will pay undisputed, properly submitted invoices within thirty (30) days after receipt.
4. **Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving written notice to Subrecipient. The City shall pay for Services rendered through the date of termination, subject to Subrecipient's compliance with Section 7 of the General Conditions.
5. **Termination for Cause.** Without limiting any other termination rights set forth in this Agreement, either party may terminate this Agreement for default if the other party fails to cure a material breach within thirty (30) days after receipt of written notice that identifies the breach and the intent to terminate if not cured. The City may terminate this Agreement for default without a cure period if Subrecipient engages in conduct that the City determines, in its reasonable discretion, is likely to result in the City's loss of federal funds due to noncompliance with grant terms.
6. **Authority to Terminate.** Authority to terminate this Agreement on behalf of the City rests with the City Manager the Deputy City Manager, or any other designee of the City Manager.
7. **Obligations on Termination.** Upon expiration or termination of this Agreement, Subrecipient will promptly provide to the City, at no cost, a statement of all Services performed through termination, together with such detail and documentation as is otherwise required under this Agreement for payment.
8. **Representations and Warranties.** Subrecipient represents, warrants, and covenants that: (a) all Services and deliverables will meet and comply with Agreement requirements, applicable law (including 2 C.F.R. Part 200), the Assistance Listing, and accepted industry standards; (b) each person providing the Services has the qualifications, skills, experience, and knowledge necessary to perform the tasks assigned; (c) no services or deliverables provided under this Agreement will infringe or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property rights of any third party; (d) neither the execution nor the performance of this Agreement will violate any third party contractual rights; (e) Subrecipient is a duly organized and validly existing entity of the type set forth in the first paragraph of this Agreement, is in good standing under the laws of the state specified in the first paragraph of this Agreement, and is registered to do business in North Carolina; and (f) Subrecipient has the requisite power and authority to execute and perform this Agreement. Subrecipient and each person signing this Agreement for Subrecipient represents and warrants that the execution, delivery, and performance of this Agreement have been duly authorized by Subrecipient. Additional warranties may be set forth in the Attachments.
9. **Remedies.**
  - 9.1. **Right to Withhold Payment.** If Subrecipient breaches any provision of this Agreement, the City may elect to withhold all payments due until the breach has been fully cured.
  - 9.2. **Other Remedies.** The remedies set forth in this Agreement are cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other remedy available at law or in equity. Additional remedies may be set forth in the Attachments.

**10. Indemnification.** To the fullest extent permitted by law, Subrecipient shall indemnify, defend, and hold harmless the City and the City' officials, employees, and agents from and against any and claims, losses, damages, fines, penalties, royalties, obligations, liabilities, and expenses, including but not limited to reasonable attorneys' fees to the extent that they arise from actual or alleged:

- 10.1. Breach of contract, negligence or willful misconduct by Subrecipient or any of Subrecipient's agents, employees, or subcontractors, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness, or disease to any person(s) or damage to or destruction of any property whether real, personal, or intangible, and including data and other intellectual property; or
- 10.2. Violation of any federal, state, or local law, ordinance, rule, regulation, guideline, or standard by Subrecipient or its employees or subcontractors, or by any service, product, or deliverable provided under this Agreement;

In any case in which Subrecipient provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. The provisions of this Agreement regarding indemnity will survive the expiration or termination of this Agreement.

**11. Insurance Requirements. – WILL BE DETERMINED BY THE SPECIFIC PROJECT AWARDED. REQUIREMENTS WILL VARY BUT CAN INCLUDE THE FOLLOWING:**

Subrecipient shall purchase and maintain, during the life of this Agreement, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance:

- a. Automobile Liability  
Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- b. Commercial General Liability  
Bodily injury and property damage liability as shall protect Subrecipient and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000

bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.

- c. Workers' Compensation Insurance  
Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

Subrecipient shall not commence any Services in connection with this Agreement until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. Subrecipient shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Subrecipient and/or subcontractor providing such insurance.

The City of Charlotte shall be named as additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. Certificates of all required insurance shall be furnished to the City within fourteen (14) calendar days after Agreement award and prior to commencing any work.

Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.

- 12. Notice.** Any notice, consent, waiver, authorization, or approval referenced in this Agreement must be in writing, and delivered in person, by U.S. mail, overnight courier or electronic mail to the City and Subrecipient Contacts identified on the Cover Sheet (or as updated in writing from time to time). Notice of breach, default, termination, prevention of performance, delay in performance, modification, extension, or waiver must also be copied to the recipients listed below (the "Official Notice Recipients"), and if sent by electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier:

Shelia Anderson	Mandana Vidwan
City Procurement	City Attorney's Office
600 East Fourth Street	600 East Fourth Street
Charlotte, NC 28202	Charlotte, NC 28202
980-390-7444	980-432-4834
<a href="mailto:Shelia.Anderson@charlottenc.gov">Shelia.Anderson@charlottenc.gov</a>	<a href="mailto:Mandana.Vidwan@charlottenc.gov">Mandana.Vidwan@charlottenc.gov</a>


Notice shall be effective upon receipt by the intended recipient. The parties may change their Official Notice Recipients by written notice to the other party.

**13. Required by City Ordinance:** COMMERCIAL NON-DISCRIMINATION. The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Agreement Subrecipient agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, Subrecipient shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers, in connection with a City contract or contract solicitation process, nor shall Subrecipient retaliate against any person or entity for reporting instances of such discrimination. Subrecipient shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Agreement, Subrecipient agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid

by Company on each subcontract or supply contract. Subrecipient further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

Subrecipient agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Agreement within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

Subrecipient understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Agreement and may result in contract termination, disqualification of Subrecipient from participating in City contracts and other sanctions.

**14. Non-Appropriation of Funds.** If City Council does not appropriate the funding needed by the City to make payments under this Agreement for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify Subrecipient of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City that is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

**15. Required by State Law.**

15.1. E-Verify. Subrecipient will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

**16. General.**

16.1. ENTIRE AGREEMENT. This Agreement is the parties' entire agreement regarding its subject matter. It supersedes all prior agreements, negotiations, representations, and proposals, written or oral. No change order, amendment, or other modification to this Agreement will be valid unless in writing and signed by both Subrecipient and the City.

16.2. RELATIONSHIP OF THE PARTIES. The parties' relationship under this Agreement is solely that of independent contractors. Nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party has power or authority to act for,

- bind, or otherwise create or assume any obligation on behalf of the other.
- 16.3. GOVERNING LAW AND VENUE. North Carolina law will govern all matters relating to this Agreement (without regard to North Carolina conflicts of law principles). Any legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina, other than actions to enforce a judgment.
- 16.4. ASSIGNMENT. Neither party may assign or subcontract any of its rights or obligations under this Agreement without prior written consent of the other party. Unauthorized assignments shall be void.
- 16.5. DELAY/CONSEQUENTIAL DAMAGES. The City will not be liable to Subrecipient, its agents or any subcontractor for or any delay in performance by the City, or for any consequential, indirect, or special damages or lost profits related to this Agreement.
- 16.6. SEVERABILITY. The invalidity of one or more provisions of this Agreement will not affect the validity of the remaining provisions so long as the material purposes of the Agreement can be achieved. If any provision of this Agreement is held to be unenforceable, then both parties will be relieved of the unenforceable obligations, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 16.7. PUBLICITY. Subrecipient may not identify or reference the City or this Agreement in any advertising, sales promotion, or other materials without the City's prior written consent of the City *except*: (i) Subrecipient may list the City as a reference, and (ii) Subrecipient may identify the City as a customer in presentations to potential customers.
- 16.8. WAIVER. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.
- 16.9. SURVIVAL. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, indemnity, payment terms, and confidentiality.
- 16.10. CONSTRUCTION OF TERMS. Both parties have carefully considered the particular language used in this Agreement. The general rule of law that ambiguities are construed against the drafter will not apply.
- 16.11. DAYS. Unless specifically stated otherwise, all references to days in this Agreement refer to calendar days rather than business days. Any references to "business days" shall mean the days that the City's main office at 600 East Fourth Street, Charlotte, NC, is open for the public to transact business.
- 16.12. CONFLICTS OF INTEREST. Subrecipient will not take any action that is or is likely to be perceived as conflict of interest under this Agreement. Subrecipient has not made and will not make any gifts to City employees or officials in connection with this Agreement.
- 16.13. COMPLIANCE WITH LAWS. Subrecipient and its subcontractors will comply with all local, state, and federal ordinances, statutes, laws, rules, regulations, and standards, including but not limited to 2 C.F.R. Part 200 ("Applicable Law"), as well as the Assistance Listing, in performing this Agreement. Subrecipient represents and warrants that each deliverable provided under this Agreement will comply with all Applicable Law.

## ATTACHMENT C - PROJECT BUDGET

## ATTACHMENT D - STATEMENT OF WORK

This Attachment is attached and incorporated into the Corridors of Opportunity Creative Spaces Initiative (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} (the "Subrecipient"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern



## ATTACHMENT E - FEDERAL CONTRACTING TERMS

This Attachment is attached and incorporated into the Corridors of Opportunity Creative Spaces Initiative (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} ("{---Vendor Reference Name---}"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern. Unless if indicated to the contrary, these provisions will not apply to {---Vendor Legal Name---} while doing work for Aviation (the Charlotte Douglas International Airport).

1. **Debarment and Suspension.** {---Vendor Reference Name---} represents and warrants that, as of the Effective Date of the Contract, neither {---Vendor Reference Name---} nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide 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." If at any point during the Contract term {---Vendor Reference Name---} or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, {---Vendor Reference Name---} shall notify the City immediately. The Company's completed Vendor Debarment Certification is incorporated herein as provided in this Attachment below.
2. **Record Retention.** {---Vendor Reference Name---} certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. {---Vendor Reference Name---} further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** {---Vendor Reference Name---} represents and warrants that in its performance under the Contract, {---Vendor Reference Name---} shall 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.
4. **Clean Air Act and Federal Water Pollution Control Act.** {---Vendor Reference Name---} agrees 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 (EPA).
5. **Energy Efficiency.** {---Vendor Reference Name---} certifies that {---Vendor Reference Name---} will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** {---Vendor Reference Name---} certifies that:
  - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of {---Vendor Reference Name---}, 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 and Federal contract, grant, loan, or cooperative agreement.
  - 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this federal contract, grant, loan, or cooperative agreement, {---Vendor Reference Name---} shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
  - 6.3. {---Vendor Reference Name---} 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.
  - 6.4. {---Vendor Reference Name---}'s completed Byrd Anti-Lobbying Certification is incorporated herein as provided in this Attachment below.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, {---Vendor Reference Name---} must comply with 40 U.S.C. 3702

and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, {---Vendor Reference Name---} is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

8. **Right to Inventions.** If the federal award is a “funding agreement” under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 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.
9. **DHS Seal, Logo, and Flags.** {---Vendor Reference Name---} shall not use the Department of Homeland Security (“DHS”)

seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. **Federal Government Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, {---Vendor Reference Name---}, or any other party pertaining to any matter resulting from the Contract.
11. **Domestic Preferences For Procurements.** As appropriate and to the extent consistent with law, the {---Vendor Reference Name---} should, to the greatest extent practicable under the 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). For the purposes of this clause, (i) "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 (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**ATTACHMENT E.1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than (ten percent) 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

**I hereby certify as stated above:**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT E.2 - BYRD ANTI-LOBBYING CERTIFICATION**

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 and 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 making lobbying contacts to 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 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all 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 by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

**{---Vendor Legal Name---}** (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____	{---Vendor Legal Name---}
(Print Name)	Company Name
_____	_____
Authorized Signature	Address
_____	_____
Date	City/State/Zip

## ATTACHMENT F - CONFIDENTIALITY TERMS

This Attachment is incorporated into the Corridors of Opportunity Creative Spaces Initiative (the "Agreement") between the City of Charlotte (the "City") and {---Vendor Legal Name---} (the "Subrecipient"). Capitalized terms not defined in this Attachment will have the meanings stated in the Agreement.

1. **"Confidential Information"** means any information, in any medium, whether written, oral, or electronic, obtained or accessed in connection with the Agreement that is not subject to mandatory disclosure as a public record under North Carolina law, including without limitation the following:
  - *Computer security information of the City, including passwords, codes, configurations, security standards and protocols, and other network, device, and system security features*
  - *Building plans of City-owned buildings and structures*
  - *Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure, or information storage system(s).*
  - *Attorney / client privileged information disclosed by either party*
2. **Restrictions.**
  - 2.1. Agency shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Agency having a need to know such Confidential Information for purpose of performing work contemplated by written contracts between the City and Agency.
  - 2.2. Agency shall use reasonable efforts to prohibit its employees, vendors, agents, and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Agreement.
  - 2.3. If any demand is made in litigation, arbitration, or any other proceeding for disclosure of Confidential Information, Agency shall immediately notify the City, and will reasonably assist the City's effort to seek a protective order or other appropriate relief to prevent or restrict any disclosure of Confidential Information.
  - 2.4. Agency will restrict employee access to the Confidential Information to those employees who need to know in order to: (a) fulfill Agency's contractual obligations to the City, or (b) resolve a dispute with the City.
3. **Exceptions.** Agency shall have no obligation with respect to Confidential Information that Agency can establish:
  - Was already known to Agency prior to being disclosed by the City;
  - Was or becomes publicly known through no wrongful act of Agency;
  - Was rightfully obtained by Agency from a third party without similar restriction and without breach hereof;
  - Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Agency shall first give to the City notice of such requirement or request;
  - Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that Agency shall immediately notify the City prior to disclosure, and reasonably assist the City in seeking a protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.