

# Attachment 3

**CITY OF SANTA ROSA  
PURCHASE ORDER  
TERMS AND CONDITIONS  
FEDERAL PROCUREMENTS**

1. ORDER ACKNOWLEDGEMENT: Contractor's commencement of work or delivery shall be deemed acceptance of the terms and conditions of the Purchase Order ("Order"). Contractor shall furnish the City of Santa Rosa ("City") Purchasing Agent, within ten days of the Order date, written Order acceptance. The Order, and these "Terms and Conditions," together with any attachments, constitutes the entire agreement between the parties. Any terms proposed in Contractor's acceptance of City's Order which add to, vary from or conflict with the terms herein are null and void. No waiver, modification or addition to the terms of this Order shall be valid unless in writing and made in accordance with Section 2, CHANGE ORDER below.
2. CHANGE ORDER: The City may at any time prior to the delivery date specified herein, issue a written change order for the modification of the Order. Such modification(s) shall be the result of negotiation and agreement between both parties. No change in this Order shall be made unless the City gives its prior written approval. Contractor shall be liable for all direct and consequential damages resulting from any unauthorized changes to the Order.
3. ASSIGNMENT AND SUBCONTRACTING: Contractor shall not assign or subcontract the Order, or any part thereof, without the previous written consent of City, nor shall Contractor assign, by power of attorney or otherwise, any of the money payable under this Order unless the prior written consent of the City has been obtained. No right under this Order, nor any claim for money due, or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Order or any part thereof, or to become due under this Order. The instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or goods supplied.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by subcontractor, the subcontract shall be immediately terminated by Contractor upon notice from the City. Contractor shall be fully responsible and accountable to the City for the negligent acts and omissions of any subcontractors, and of persons directly or indirectly employed by the subcontractor, as it is for the negligent acts and omissions of persons directly employed by Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

4. DELIVERY: All ordered goods shall be delivered F.O.B. destination, delivery charges prepaid, unless otherwise shown on the front of the Order. The goods shall be delivered to the individual project site locations. If the generators arrive prior to a period of 10 calendar days from the issuance of the Notice to Proceed to the lowest responsible bidder, the generators shall be delivered to the address shown below:

CITY OF SANTA ROSA  
UTILITIES FIELD OPERATIONS BUILDING  
35 STONY POINT ROAD

SANTA ROSA, CA 95401

Delivery will be made on or before the date indicated on the front of the Order. Contractor shall be liable for damages resulting from Contractor's failure to deliver by the delivery date or in conformance with this Order. Goods or the tender of delivery that fail in any respect to conform to the Order will not be accepted unless the City gives its written acceptance.

5. INSPECTION: The City reserves the right before payment or acceptance to inspect all goods, and shall have the right to reject all goods that do not conform to the Order, provided; however, the City will make a visual inspection upon product delivery and note any observed damage. The City reserves the right to extend the date of acceptance until it can be determined that the generators are in proper working order according to manufacturer's specifications.
6. TITLE: Title to goods shall pass to the City at the F.O.B. point designated under Section 4 DELIVERY, subject to the City's right to reject the goods.
7. ACCEPTANCE AND PAYMENT: Acceptance shall be made when the City determines the goods conform to the Order, or when City notifies Contractor that it will accept the goods or services despite nonconformity. Unless otherwise stated in the Order, payment terms are net 30 days. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice. Payment will be scheduled upon complete delivery and acceptance of all goods or services and receipt of an original and one copy of an invoice acceptable to the City. Invoices for goods provided in June or for any goods not previously invoiced shall be submitted to City no later than July 10 to facilitate City fiscal year end closing. The City reserves the right to withhold up to ten (10%) percent of the Order price in the event it conditionally accepts nonconforming goods or services.
8. MATERIALS: Unless otherwise specified in the Order, materials used shall be of new and recent manufacture and of best quality.
9. WARRANTY: Warranty period shall start upon acceptance of the goods, which includes testing to ensure the goods are in proper working order according to manufacturer's specifications. Contractor is not a manufacturer of any goods and will pass through to City, the manufacturer's warranty for new equipment purchased by City from Contractor to the extent permitted by the terms of such warranty. Any claims City or its Agents may have with respect to the manufacturer's warranty shall be made solely against the manufacturer. Certain exclusions may apply to the manufacturer's warranty, including but not limited to, improper use of the goods, failure to maintain or repair in accordance with applicable guidelines, normal wear and tear, negligence, accidents or misuse, delay in providing notification of defect or failure to have maintenance work performed in a timely manner. Notwithstanding anything contained to the contrary in this Order. CONTRACTOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE EQUIPMENT, ITS CONDITION, PURPOSE OR USE, OR AS TO ANY MANUFACTURER'S WARRANTY FOR SUCH GOODS. CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY FOR FITNESS OR A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY LAW. The warranties set forth herein are the sole warranties made by Contractor.

For services purchased by City from Contractor, Contractor warrants that its services will be performed and completed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, with such service warranty extending for a period of time expressly set forth in the service warranty, commencing from completion of the original services. If replacement parts used by Contractor in connection with the provision of services include a manufacturer's warranty, Contractor will pass such warranty through to City to the extent permitted by the terms of the manufacturer's warranty. Contractor's service warranty will be voided in the event of any of the following: misuse or abuse of the ordered goods by City, subsequent repairs performed by City or vendors other than Contractor, use beyond ordinary wear and tear, failure to maintain and operate the ordered goods in accordance with the maintenance and operations manual of the manufacturer (including, but not limited to, use of fluids that do not meet the manufacturer's standards or failure to maintain fluid levels recommended by the manufacturer) or damage due to theft, vandalism or casualty. In the event of a conflict between the terms and conditions set forth in any applicable service warranty and these Terms, the provisions of the applicable service warranty shall control.

10. TERMINATION FOR CAUSE: If at any time 1) Contractor fails to conform to the requirements of this Order; 2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Contractor which may materially interfere with the performance of this Order; or 4) Contractor has failed to supply an adequate working force, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Order, which default is not fully corrected or remedied to the reasonable satisfaction of City within ten (10) days following the date a written notice thereof by City, then City shall have the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this Order and recover the aggregate of: 1) any amount necessary to compensate City for all the detriment caused by Contractor's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from its failure; and 2) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California or Federal law. Any cost or expense incurred by City to the extent arising out of Contractor's breach or default hereunder shall be the obligation of Contractor and may, at City's discretion, be deducted from any amounts that may then be owing to Contractor under this Order, without any release or waiver of any other rights or remedies in law or equity to which City may be entitled.
11. TERMINATION FOR CONVENIENCE: The Order may be terminated by the City by giving ten (10) days' notice to Contractor in writing of its intent to terminate the Order. Upon such termination, Contractor shall submit to the City an itemized statement of services performed or goods delivered as of the termination date. City shall not in any manner be liable for lost profits that might have been made by Contractor had the Order not been terminated or had Contractor completed the services required by the Order.
12. LEGALITY: If any provision of the Order is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
13. CALIFORNIA LAW; VENUE: The Order shall be governed according to the laws of the State of California. The adjudication of any disputes related to the Order shall occur exclusively and solely in Sonoma County.

14. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor represents and warrants that Contractor has all licenses, permits, a City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Contractor to provide goods and/or services under the Order. Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) California Occupational Safety and Health Administration (Cal/OSHA) regulations; and (iv) the Immigration Reform and Control Act of 1986. Contractor shall, if requested by City, provide certification and evidence of compliance. If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
15. **PATENTS AND ROYALTIES:** All costs, fees, royalties and claims for any patented invention, article, process or method that may be used upon or in any manner connected with the supply of goods herein shall be paid by Contractor. Should Contractor, its agents or employees or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under the terms herein, Contractor shall promptly substitute other articles, materials or appliances in lieu thereof of equal finish, efficiency, quality, suitability and market value and satisfactory in all respects to City. In the event that City elects, in lieu of such substitution, to have supplied and to retain and use any inventions, articles, materials, or plans as may be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite for City, its officers, agents and employees, or any of them to use such invention, article, materials or appliances without being disturbed or in any way interfered with by any proceeding at law or equity on account thereof. Should Contractor neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then City shall have the right to make such substitution or City may pay such royalties and secure such licenses and charge the Contractor even though final payment under the contract may have been made.
16. **INDEMNIFY AND HOLD HARMLESS AGREEMENT:** Contractor shall indemnify, defend and hold harmless City and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, reasonable attorney's fees, defense costs, and expert witness fees), to the extent the same arises out of the negligent, reckless or willful misconduct during the performance of this Order by Contractor, its officers, employees, agents, or subcontractors ~~only~~ that resulting from the negligence, recklessness or willful misconduct of City, its employees, officials, agents or any persons acting on behalf of or for the benefit of the City or under its direction or control. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents, under workers' compensation acts, disability benefits acts or other employees' benefits acts. Contractor shall be liable to City for any loss of or damage to City property arising from Contractor's negligence or willful misconduct.

17. RETENTION OF RECORDS:

- A. Contractor shall retain any and all records necessary to document the charges under this Order and make such records available for inspection for a period of not less than four (4) years.
- B. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.
- C. Contractor shall maintain the records and any and all other records pertinent to this Order for a period of four (4) years after completion of all services or acceptance of goods hereunder.
- D. Contractor agrees to provide City, the State of California, the Federal Emergency Management Agency ("FEMA") Administrator, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books, documents, papers, and records of Contractor which are pertinent to this Order for the purposes of making audits, examinations, excerpts, and transcriptions.
- E. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- F. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the services being performed under this Order.

18. PERFORMANCE OF SERVICES: With respect to the performance of services under this Order, Contractor shall perform all services in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's trade or profession. Contractor hereby warrants that all work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by City shall not operate as a waiver or release. Contractor shall assign only competent personnel to perform services hereunder. In the event that at any time the City, in its sole discretion, desires the removal of any person or persons assigned to perform services hereunder, Contractor shall remove such person or persons immediately upon written notice from City. Contractor shall perform the services described on the Order within the time or dates set forth therein.

19. INSURANCE REQUIREMENTS: Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, General Services Agreement Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated and made part of the Order by this reference. Maintenance of the insurance coverage as set forth in Attachment One is a material element of this Order and a material part of the consideration provided by Contractor in exchange for City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of the Order by Contractor, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to the immediate termination of

the Order. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under the Order. In the event Contractor, with approval of City pursuant to Section 3 above, retains or utilizes any subcontractors or sub-consultants in the provision of any goods or services to City under the Order, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements in Attachment One.

20. INDEPENDENT CONTRACTOR: The parties intend that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with City. Contractor is not to be considered an agent or employee of City and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by City for its employees.
21. BUSINESS TAX CERTIFICATE: Contractor shall hold a current City of Santa Rosa business tax certificate issued pursuant to Chapter 6.04 of the Santa Rosa City Code. For information regarding the business tax, contact Revenue and Collections at (707) 543-3170. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.
22. NON-DISCRIMINATION: With respect to the provision of goods or services under the Order, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.
23. FORCE MAJEURE: Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Order, for any failure or delay in fulfilling or performing any term of this Order when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, riot, other civil unrest, government order or law, action by any governmental authority, pandemic, epidemic, revolution, insurrection, lock-outs, strikes, or national or regional emergency. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Order. The party suffering a force majeure event shall give notice within five (5) days of the force majeure event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.
24. FEDERAL PROVISIONS: Contractor shall comply with the following federal provisions. In the event of a conflict between any provision in this Section 24 and any other provision of this Order, the more stringent provision shall control and prevail.
  - A. For purposes of this Section 24, "Third Party Subcontract" means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.
  - B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Order, included but not limited to the requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Order.

2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount of this Order exceeds \$100,000 and may involve the employment of mechanics or laborers.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime



contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act

This Section D shall apply in the event the amount of this Order exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This Order is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Order with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a

requirement to comply with these regulations in any lower tier covered transaction it enters into.

4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

1. In the performance under this Order, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the Order performance schedule;

b. Meeting Order performance requirements; or

c. At a reasonable price.

2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

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

H. MBE/WBE Requirements

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. Miscellaneous Provisions

- 1. **DHS Seal.** Contractor 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.
- 2. **FEMA Assistance.** Contractor acknowledges that FEMA financial assistance will be used to fund this Order only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
- 3. **Federal Government Not Party.** The Federal Government is not a party to this Order and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Order.
- 4. **False Claims.** Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Order.