

Supplementary Terms and Conditions of Purchases in Support of Amtrak Products

The below terms and conditions, in addition to the standard purchase Terms and Conditions, apply to this purchase order (PO). "Supplier" shall mean the entity to whom PNA has or will issue a PO.

1. **Equal Employment Opportunity.** Supplier shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier shall prohibit discrimination based on race, color, religion, national origin, sex (including gender identity), disability, or age.
2. **Byrd Anti-Lobbying Amendment.** Suppliers issued a PO over \$100,000 shall file the required certification at 49 CFR Part 20, and attached hereto as Appendix A. Each tier Supplier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier Supplier 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 PNA's customer.
3. **Drug-Free Work Place.** Supplier agrees to comply with U.S. DOT regulations, "Government-wide Requirements for Drug-Free Workplace (Grants)", 49 CFR Part 32, and FRA regulations, "Control of Alcohol and Drug Use", 49 CFR Part 219.
4. **Americans With Disabilities Act.** Supplier shall comply and cause its sub-suppliers and lower tier sub-suppliers to comply with the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.), the Rehabilitation Act of 1973, as amended (29 U.S.C. 794 et seq.) and the implementing Department of Transportation regulations at 49 CFR Parts 27, 37 and 38
5. **Domestic Buying Preference/Buy American Act.**
 - 5.1. *This Section only applies if the cost of those articles, material, or supplies bought or supplied to PNA is at least \$1,000,000.* In accordance with the Domestic Buying Preference requirements at 49 U.S.C. 24305(f), PNA shall only buy, and accordingly, Supplier shall only supply (a) unmanufactured articles materials, and supplies mined or produced in the United States; or (b) manufactured articles, material, and supplies manufactured in the United States substantially from articles, materials, and supplies mined, produced or manufactured in the United States. For purposes of this provision, substantially means that more than 55% of all components by cost must be domestic.

- 5.2. When complying with Section 5.1, Supplier shall comply with the domestic preference requirements of the Build America, Buy America Act (BABA) § 70914, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FRA.
- 5.3. In accordance with 2 C.F.R. §200.322, as appropriate and to the extent consistent with law, Supplier shall, to the greatest extent practicable, 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). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this PO. For the purposes of this Section 5.3:
 - 5.3.1.1. “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.
 - 5.3.1.2. “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.
6. Cargo Preference--Use Of United States-Flag Vessels. As required by U.S. DOT, Maritime Administration regulations, “Cargo Preference -- U.S.-Flag Vessels,” 46 CFR Part 381, if equipment, materials or commodities may be transported by ocean vessel in carrying out the activities funded under this PO, Supplier agrees:
 - 6.1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this PO, to the extent such vessels are available at fair and reasonable rates.
 - 6.2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “On-Board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to Amtrak (through the PNA in the case of sub-supplier bills-of-lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, DC 20590, marked with appropriate identification.
7. Participation By Small Business Concerns Owned and Controlled By Socially And Economically Disadvantaged Individuals. Supplier is encouraged to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined in 49 CFR Part 26 in carrying out activities funded under this PO).
8. Record Retention And Access.
 - 8.1. Supplier shall retain all financial records, supporting documents, statistical records and all other Supplier records pertinent to this PO for a period of three years after PO closeout.

- 8.2. Authorized representatives of PNA and PNA's customer, up to and including certain Federal authorities, shall have access to and the right to examine, audit and copy any of Supplier's directly pertinent books, documents, papers, or other records involving transactions related to this PO as long as the records are retained.
 - 8.3. In cases where litigation, a claim, or an audit is initiated prior to the expiration of the three-year period, records must be retained until completion of the action and resolution of the issues or the end of the three-year period, whichever is later.
9. Environmental Protection. *This section only applies if the PO exceeds \$150,000.* Supplier will conduct work under this PO, and will require that work that is conducted as a result of this PO be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., and all regulations issued thereunder. Where applicable, Supplier shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
10. Application To Lower-Tier Sub-suppliers. Supplier shall insert in each subcontract the provisions set forth in these Supplementary Terms and Conditions and also a provision requiring the sub-suppliers to include these provisions in any lower tier subcontracts. Supplier shall be responsible for compliance by any sub-supplier or lower tier sub-supplier with the provisions set forth herein. Supplier shall also include in each subcontract that exceeds \$250,000, and cause its sub-suppliers to include in each lower tier subcontract that exceeds \$250,000, provisions that allow for administrative, contractual or legal remedies in instances which a contractor or sub-supplier violates or breaches PO terms.
11. Application of Federal Laws and Regulations. Supplier understands that Federal laws, regulations, policies, and related administrative practices may be modified from time to time. Supplier agrees that the most recent of such Federal requirements will govern this Contract at any particular time, except if there is sufficient evidence in this PO of a contrary intent.

Appendix A to Supplementary Terms and Conditions of Purchases in Support of Amtrak Products

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name of Bidder/Offeror/Supplier

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date