

TERMS & CONDITIONS OF PURCHASE ORDER
THE FOLLOWING TERMS AND CONDITIONS SHALL BE APPLICABLE TO THE CRAA (OR "AUTHORITY") PURCHASE ORDER:

- 1. CERTIFICATION.** Contractor represents and states that the contractor and its trustees, officers, agents or employees are not involved in and do not have knowledge of collusive activity pertaining to this Purchase Order or any goods, parts, equipment, materials, products, merchandise, substances or items (collectively referred to hereinafter as "goods") or services included herein. Contractor further represents and states that the prices and terms of purchase and any allowances available shall be in full compliance with the Robinson-Patman Act.
- 2. ACCEPTANCE.** The quotation shall be valid for a period of forty-five (45) days, and in the event the Authority accepts the proposal, the Purchase Order is entire agreement between the Authority and the contractor, and acceptance of this Purchase Order by acknowledgment or commencement of performance shall be unqualified. Additional or different terms proposed by contractor, or any provision in any form of acknowledgment used by contractor, other than that furnished by the Authority and attached to this Purchase Order, which modify, conflict with or contradict any term of this Purchase Order, are expressly not assented to and shall have no force and effect. To the extent this Purchase Order is construed as an acceptance, the Authority's acceptance is expressly conditioned upon the contractor's assent to any additional or different terms contained herein. If terms on this Purchase Order do not appear on or agree with the contractor's invoice, contractor agrees that the Authority may change the invoice to conform to this Purchase Order and make payment accordingly.
- 3. INCLUSIVITY.** It is the policy of the United States Department of Transportation ("DOT") that minority or disadvantaged business enterprises as defined in 49 CFR Part 23 ("DBEs") shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Purchase Order. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Purchase Order. The contractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided for under this Purchase Order.
- 4. EQUAL OPPORTUNITY.** The contractor understands that the Authority in the operation and use of Airport facilities, is committed to an affirmative action program and will not, on the grounds of race, color, religion, sex, or national origin, discriminate or permit discrimination against any person or group of persons in the manner prohibited by Part 21 of the U.S. Department of Transportation Regulations. The contractor represents and warrants that it has an Affirmative Action Plan to the extent required to comply with the Federal rules and regulations of the Equal Employment Opportunity Commission and the Office of Federal Contract Compliance. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or termination; rate of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- 5. PRICE.** The Authority shall not be billed at prices higher than stated on this Purchase Order unless otherwise agreed to in writing and signed by the Authority. Contractor represents that the prices charged for the goods or services covered by this Purchase Order are the lowest prices charged by the contractor to buyers in a class similar to the Authority under conditions similar to those specified in this Purchase Order and that prices comply with all applicable government regulations in effect at time of quotation, sale or delivery. Contractor agrees that any price reduction made for goods or services after the placement of this Purchase Order will apply to this Purchase Order.
- 6. CHANGES.** The Authority reserves the right, at any time, to make changes in any one or more of the following without notice to any sureties or assigns: (a) goods to be furnished or services to be performed; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and (e) testing designations, specifications or designs. If any such change causes an increase or decrease in the cost of, or the time required, for performance of this Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both. Any claim by the contractor for adjustment under this paragraph shall be deemed waived unless agreed in writing ten (10) days from receipt by contractor of the change. Price increases or extensions of time of delivery shall not be binding on the Authority unless evidenced by a written amendment to this Purchase Order issued and signed by the Authority.
- 7. SERVICES.** Contractor shall perform the services described in this Purchase Order. Contractor warrants that all services hereunder shall be performed in a workmanlike and conscientious manner and in compliance with applicable laws and regulations. The contractor shall comply with the reasonable instruction of the Project Manager if one is assigned, consistent with the character, sequence and timing generally described herein.
- 8. DIRECTION BY THE AUTHORITY.** The contractor and the contractor's employees shall be subject to the general guidance of Authority Project Manager(s) (if applicable) designated herein or any successor. It is agreed that all of the contractor's employees are employees of the contractor and not of the Authority. The Authority shall have the right to require that the contractor reassign any of the contractor's employees assigned to the Authority's project. The contractor shall make the employee reassignment off of the Authority project as required.
- 9. COMPENSATION.** In consideration of the goods and/or services to be provided by the contractor, the Authority shall pay contractor on the basis of, and in the amounts calculated in accordance with, the rates set forth in this Purchase Order. Compensation payable on a lump sum basis shall be payable in monthly installments proportionate to the amount of work completed. Compensation payable on an hourly basis shall be payable on a monthly basis in accordance with the hourly rates set forth herein.
- 10. AUTOMATED CLEARING HOUSE (ACH) AND ELECTRONIC FUNDS TRANSFER (EFT).** The Authority utilizes Automated Clearing House (ACH) and Electronic Funds Transfer (EFT) for contractor payments. The contractor will receive ACH/EFT payments via electronic transfer.

11. **REIMBURSEMENT FOR EXPENSES.** Unless expressly stated herein, the Authority shall not be responsible for reimbursing expenses incurred by the contractor or subcontractor(s). Where the Authority has expressly agreed to reimbursing expenses and to the extent that contractor incurs reimbursable expenses permitted by this Purchase Order, payment shall be made in accordance with and subject to the limitations stated in Authority's Reimbursement Policy, a copy of which will be attached if reimbursement of expenses is applicable.

12. **EQUIPMENT AND SUPPLIES.** Except as otherwise agreed in writing by the parties, the contractor shall supply the necessary equipment, tools, supplies, and other items ("equipment and supplies") necessary to perform the services or provide the goods. If Authority provides equipment and supplies, the contractor shall be responsible for the maintenance and security of such equipment and supplies and shall be responsible for any loss or damage caused by the negligence or misuse by contractor or contractor's employees. Contractor shall return all equipment and supplies supplied by Authority within twenty-four (24) hours after completion of its use.

13. **CONTAINER REFUNDS.** Where the goods or services provided include container deposits, the contractor agrees to refund to the Authority an amount equal to the price charged for any returned spools, reels, barrels, drums or any other type of containers upon return by the Authority or on its behalf by the contractor.

14. **PACKING, TRANSPORTATION, ETC.** Contractor shall pack, mark and ship all goods in accordance with the requirements of the common carrier(s) so as to secure the lowest transportation costs. No shipping costs shall be billed/charged to the Authority unless otherwise stated in this Purchase Order. No costs shall be charged for packaging, boxing or storing unless authorized by the Authority in writing. The contractor shall properly mark each package with the Authority's Purchase Order number and address. Where multiple packages comprise a single shipment, the contractor shall consecutively number each package. Purchase Order numbers and package numbers shall be shown on all packing slips, bills of lading, invoices and correspondence.

15. **DELIVERY OF GOODS AND SERVICES.** Time is of the essence in this Purchase Order and if rendering of services and delivery of goods is not made at such time and in such quantity as provided in this Purchase Order or in supplemental schedules furnished by the Authority, the Authority reserves the right, without liability and in addition to its other rights and remedies, to terminate this Purchase Order in whole or in part by notice effective when received by the contractor, for stated goods not yet shipped or services not yet rendered and to purchase substitute goods or services elsewhere and to charge the contractor with any loss incurred. The contractor agrees that the Authority may return all or part of any shipment so made, at the contractor's risk and expense, and may charge the contractor with any loss, expense or injury sustained as a result of such shipment. If at any time either party has reason to believe that delivery will not be made as scheduled in this Purchase Order, it shall immediately give written notice to the other and set forth the cause of the anticipated delay. Any goods shipped or received in advance of schedule or in excess of quantity ordered, may be returned by the Authority to the contractor at contractor's risk and expense. Any goods to be delivered or services to be rendered in installments under this Purchase Order shall not be construed as making the obligations of the contractor severable.

16. **CASH ON DELIVERY (C.O.D.) SHIPMENTS.** Shipments sent C.O.D. without the Authority's written consent will not be accepted and will be returned at contractor's risk and expense.

17. **INSPECTIONS AND CORRECTION OF WORK.** All goods, equipment and services shall be subject to inspection and approval by the Authority. The Authority reserves the right to reject and refuse acceptance of goods, equipment or services which are not in accordance with the instructions, specifications, drawings, samples, data and/or descriptions specified or furnished or with the contractor's warranty (express or implied). The Authority may charge the contractor for the costs of inspecting goods, equipment or services rejected. Unacceptable work, whether the result of poor workmanship, nonconformity with the Purchase Order, use of defective material, damage through carelessness, or any other cause, found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner by the contractor at its expense. Receipt of or payment for any goods, equipment or services ordered hereunder shall not be deemed an acceptance thereof.

18. **AUDIT POLICY.** The Authority, or a representative of the Authority, reserves the right to audit the contractor and/or contractor's subcontractor performing the Purchase Order(s).

19. **TIME OF PERFORMANCE.** The times of performance for the services under this Service Order shall be as specified herein. The service provider recognizes that the time of performance is a critical term and that "time is of the essence" under this Service Order. Failure to timely meet the required performance schedule may result in immediate termination of this Service Order by the Authority. If by reason of act of God, winds, fires, epidemics, landslides, floods, droughts, famines, governmental authority, insurrection, military action, sabotage, civil disturbances, explosions or failure of utilities, the service provider is unable to carry out its obligations herein contained, the service provider shall not be in default during the continuance of such inability, notwithstanding the above provisions. The service provider shall, however, remedy with all reasonable dispatch the cause or causes preventing service provider from carrying out its obligations hereunder.

20. **WARRANTIES.** In addition to its standard warranty and/or service guarantee, the service provider warrants that all goods shipped are free from all defects and conform strictly and in all respects to the instructions, specifications, samples, data and/or other descriptions specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment of or for the goods and/or services by the Authority. Notification of breach of any such warranty may be given to the service provider at any time during the warranty period, and at the Authority's discretion. The service provider shall thereupon, at the Authority's sole option: (a) repair, replace, or cure the defective goods; or (b) agree to an equitable adjustment in the Service Order price.

21. **INDEMNIFICATION AND INSURANCE.** The service provider agrees to indemnify, defend and hold harmless the Authority, its directors, officers, agents and employees, of, from, and against any and all claims and demands which may arise out of, or are incidental to, the performance of this Service Order, including without limitation, claims and demands arising from injury to or death of

personnel of the service provider or the Authority or for damage to the property of the Authority. Loss and damages shall include, without limitation, reasonable attorneys' fees. The service provider further agrees that it is responsible for and shall indemnify, defend, and hold harmless the Authority for the acts and omissions of the service provider's employees, associates, consultants, agents or other representatives in performance of this Service Order which results in claims or damages to property or injuries or death to persons. The service provider and its subcontractor providers shall at all times during the performance of this Service Order maintain adequate and appropriate levels of errors and omissions coverage, comprehensive general liability insurance (including public liability and products liability coverage), automobile liability insurance, worker's compensation insurance for all employees in accordance with state law and fire and extended coverage. Certification of such insurance shall be provided to the Authority upon request. However, the failure of the Authority to make such a request shall not constitute a waiver of the requirement to maintain insurance.

22. **PATENT WARRANTY AND INDEMNIFICATION.** The service provider warrants that the sale or use of goods being purchased by the Authority herein, either alone or in combination with other goods, will not infringe or contribute to the infringement of any patents, trademarks or copyrights either in the United States or in foreign countries. Service provider agrees to defend, protect and save harmless the Authority, its successors, assigns, customers and users of its goods and those for who the Authority may act as an agent, against all suits at law or in equity, and from all damages and expenses resulting from claims and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of the sale or use of the goods covered hereby. The Authority reserves the right to control or participate in any such infringement action brought against it.

23. **TITLE TO DRAWINGS, SPECIFICATIONS AND PROPRIETARY DATA.** The Authority shall at all times have the title to all drawings, specifications, dies and other proprietary data furnished by the Authority to the service provider and intended for use in connection with this Service Order. The service provider shall not disclose such drawings, specifications, dies and other proprietary data to others. For purposes of this paragraph, "other proprietary data" includes, without limitation, all design, engineering and technical information whether patentable or not.

24. **OWNERSHIP OF WORK PRODUCT.** The service provider expressly acknowledges that all rights, title and interest to all work or work product including, but not limited to, all designs, trademarks, artwork, and subject matter capable of copyright developed or produced under this Service Order are the sole property of Authority. Any authorized representative of the Authority shall, at any reasonable time, have the right to inspect and examine such documents or copies thereof when the same are in the possession of, or at the office of, the service provider. Immediately upon completion of the work, all such original documents shall be delivered to the Authority.

25. **CONFIDENTIALITY.** Other than to the Authority, its designated representatives, or as required by law, the service provider and its employees shall not disclose any nonpublic information obtained during the course of its work under this Service Order that relates to matters covered by the Service Order or to the business of the Authority. This provision shall survive the termination of the Service Order.

26. **DEFAULT.** Upon the happening of any one or more of the following events, the Authority shall have the unrestricted right to cancel and terminate this Service Order without cost or liability to the Authority: (1) The service provider's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against the service provider; (3) institution of legal proceedings against the service provider by creditors or stockholders; (4) appointment of a receiver for the service provider by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Authority to cancel its additional obligations.

27. **TERMINATION.** The Authority may terminate this Service Order or any project to be performed hereunder for any reason upon fifteen (15) days advance written notice to service provider. In the event of such termination, the service provider shall promptly surrender to the Authority all completed work and work in progress, and all materials, records and notes procured or produced pursuant to this Service Order. The Authority shall pay to the service provider the reasonable costs of expenses and services performed up to the date of termination, based upon the percentage of work then completed and Authority shall have no further liability to the service provider, including without limitation, no liability for lost profits. The Authority may terminate this Service Order or any project to be performed hereunder immediately, with or without notice, if the service provider defaults on any of its duties or obligations.

28. **RESPONSIBILITY FOR WORK.** This Service Order may not be delegated or assigned by Service provider without Authority's prior written consent and any delegation of duties or assignment of rights by the service provider is void unless the service provider has obtained the prior written consent of Authority which consent may be withheld. The service provider is responsible for completing the work. In the event that the service provider desires to subcontract some portions of the Service Order work, it shall submit a list of subcontractor service providers to the Authority for approval. The approval of subcontractor providers by the Authority shall not directly or indirectly release or modify the responsibility of the service provider for the satisfactory and entire completion of the work under this Service Order, and each and every part and portion thereof.

29. **NO PERSONAL LIABILITY.** No director, officer or employee of the Authority shall be charged personally, or held contractually liable by or to the service provider, under any term or provision of this Service Order or because of any event relating to the provision of services or because of their execution or approval of this Service Order or any amendment thereto.

30. **WAIVER.** The failure of either party at any time to enforce any right or remedy available to it with respect to any breach or failure shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

31. **INVOICING.** Authority shall pay all amounts due and payable within thirty (30) days after submission of invoices. The service provider shall, at its own expense, support its invoices with monthly summaries of service provider's employees' work reports if applicable to the requirements of the Service Order. The Authority maintains the right to require that the service provider submit signed copies of work reports for each service provider employee, including all statements of overtime and expense vouchers, if any. The service provider agrees that Authority may examine the service provider's records to the extent necessary to verify invoices.

32. **TAXES** Service provider agrees to play and be responsible for all Federal, state and local income and payroll taxes and will file all required returns related to such taxes, contributions and payroll deductions.

33. **SET-OFF.** The Authority shall have the right, at any time, to set-off any amount owing by the service provider to the Authority or any of its affiliated companies against any amount due and owing to the service provider.

34. **ACCOUNTING RECORDS.** For a period of three (3) years after completion of the work, or for such longer period of time as may be required by applicable FAA regulations and negotiated with the service provider, the Authority shall have the right, upon reasonable notice to the service provider, to inspect and audit all of its books of account, records, and other documents pertaining to payment made or to be made pursuant to this Service Order, and the service provider shall make all such records, books, and other documents available at the place where these books and records are normally maintained; provided that all inspections and audits shall be conducted during normal business hours.

35. **ASSIGNMENTS AND SUBCONTRACTOR SERVICE ORDERS.** Service provider will not assign or transfer this Service Order nor subcontract this Service Order for furnishing of services and/or goods without the prior written approval of the Authority.

36. **SECURITY AND SAFETY.** The service provider and all the service provider's employees shall comply with Authority rules and regulations governing public conduct and the security, maintenance and safety of Authority facilities. Failure of the service provider's employees to abide by the rules and regulations of Authority may result in immediate termination of this Service Order.

37. **COMPLIANCE WITH LAWS.** The performance of any work related to goods or services pursuant to this Service Order is and shall be subject to and in compliance with all laws, rules, regulations, ordinances, proclamations, demands, directives, executive orders or other requirements of the federal, state and local governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale or delivery of goods or services contemplated by this Service Order, including but not limited to, the provisions of the Fair Labor Standards Act of 1938, the Walsh-Healy Act, the Federal Food, Drug and Cosmetics Act and any other applicable laws. The service provider shall further comply with the provisions of all federal, state and local laws, rules, regulations, etc. from which liability may accrue to the service provider or the Authority, including but not limited to Equal Opportunity and Affirmative Action provisions, the Americans with Disabilities Act, the Vietnam Veteran's Re-adjustment Act, Utilization of Minority Businesses, the Clean Air Act and Non-Segregated Facilities provisions. The service provider agrees to comply with all federal, state and local safety and health laws, rules, regulations, etc. while on the Authority's premises. The failure to comply as provided herein constitutes a material breach of this Service Order.

38. **INCORPORATION OF REGULATIONS.** The service provider acknowledges and agrees that the services to be performed under this Service Order are subject to all applicable Federal, state and local statutes, rules, regulations and assurances, including all such statutes, rules, regulations and assurances which may be prerequisite to or a condition of the Authority receiving any federal or state grant or loan or other government assistance. The service provider shall perform the services in compliance with such requirement including, without limitation, all applicable FAA requirements, including those requirements which may be referenced in this Service Order.

39. **AIRPORT OPERATIONS, PUBLIC CONVENIENCE AND SAFETY.** The service provider shall plan and perform all work without creating any unnecessary interruption of normal airport business. All necessary interruptions must be minimized, planned and approved by the Authority in advance. The service provider shall at all times conduct work so as to assure the least possible obstruction to use of the Airport including aviation, vehicular and pedestrian traffic. The safety and convenience of the general public and the protection of persons and property shall be provided for by the service provider and constitutes an essential element of the Service Order. Where necessary, the service provider shall provide and maintain safeguards, safety devices and protective equipment and take any other needed actions as may be necessary to protect the public and properly in connection with the work. The presence of barricades or lights provided and maintained by any party other than the service provider shall not relieve the service provider of this responsibility. The service provider shall be responsible for all damage or injury to property during the prosecution, resulting from any act, omission, neglect, or misconduct in any manner or method of executing the work, or at any time due to defective work or materials. Dust, mud, noise or other nuisance originating from the service provider's operations either inside or outside buildings shall be controlled by the service provider at the sole expense of the service provider. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work; or in consequence of the non-execution thereof by the service provider, the service provider shall restore such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by the Project Manager (as applicable), or shall make good such damage or injury in an acceptable manner. All work associated with said restoration shall be at no additional cost to the Authority.

40. **BUSINESS ETHICS.** During the course of pursuing the Service Order with Authority and while performing work in accordance with this service, the service provider agrees to avoid any real or apparent impropriety or conflict of interest which could be construed to have an adverse impact on the dealing with the Authority. The service provider will take reasonable actions to prevent any actions or conditions that could result in a conflict with Authority's best interests. The service provider will permit interviews of employees, reviews and audits of accounting or other records by authority's representative (s) to evaluate compliance with the business ethics' standards. Such review and audits will encompass all dealings and activities of the service provider's employees, agents, representatives, vendors, subcontractors and other third parties paid by the service provider in their relations with Authority's current

or former employees and their relatives. For example, the service provider's employees, agents or subcontractors shall not make or provide to be made any substantial gifts, extravagant entertainment, trips or vacations, payments, loans or other consideration to Authority's representatives, employees or their relatives. As a rule, infrequent items costing less than \$25.00 are not considered substantial or extravagant. The service provider agrees to notify the Authority Fraud Line (1-800-973-7766) within 48 hours of any instance where the service provider becomes aware of a failure to comply with business ethics standards on the party of the Authority.

41. DISPUTES AND REMEDIES. The rights and remedies provided to the Authority hereunder shall be cumulative and in addition to any other rights and remedies provided by law, equity or otherwise. Nothing contained herein shall be construed to limit the rights and remedies to which the Authority may be entitled to at law, equity or otherwise. Waiver by the Authority of a breach of such provision hereunder by the service provider shall not be deemed a waiver of future compliance and such provision, as well as all other provisions, shall remain in full force and effect. This Purchase Order shall be governed by and construed and enforced in accordance with the laws of the State of Ohio and all proceedings with respect to this Purchase Order shall be commenced in a state or federal court in Columbus, Franklin County, Ohio. Additionally, this Purchase Order is agreed by the service provider to be made and performed in the State of Ohio. In any legal proceedings, the Authority is entitled to recover reasonable attorney's fees from the service provider. If any provision or portion of any provision shall be deemed unenforceable or invalid for any reason whatsoever, this Purchase Order shall be deemed amended to exclude any such provision or portion and the balance of this Purchase Order shall remain in full force and effect.

42. ENTIRE AGREEMENT. This Purchase Order, together with all attachments hereto, constitutes the entire agreement between the parties in respect to its subject matter and supersedes all prior and contemporaneous agreements between the parties in connection with the same subject matter.

43. RIGHT TO HIRE TERMS. This provision shall only apply to any leased employee provided by contractor to the Authority that was not referred to the contractor by the Authority prior to the execution of this Agreement. If any such employee is hired by the Authority, either directly or indirectly, within 90 days of that employee's last day of work at the Authority through the contractor, the Authority will pay the contractor a Placement Fee equal to 20% of the employee's first year's salary with the Authority. Notwithstanding the foregoing, if the employee has completed a minimum of 120 calendar days of service at the Authority for the contractor, there will be no Placement Fee for directly hiring the employee. Except as provided above, the Authority agrees the contractor is the exclusive representative of all candidates for which resumes are submitted to the Authority by the contractor in response to the Authority's requests. Accordingly, the Authority agrees that if any candidate, other than those referred by Authority to the contractor, submitted to the Authority by the contractor is engaged to perform services, either directly or indirectly, within 18 months of receipt of the resume, the Authority agrees to pay to the contractor the Placement Fee as described herein.

44. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS. During the performance of this Purchase Order, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows: 1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract; 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21; 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.; 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information; 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: a.) Withholding payments to the contractor under the contract until the contractor complies; and/or b.) Cancelling, terminating, or suspending a contract, in whole or in part; 6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.