

FEDERALLY REQUIRED CONTRACT CLAUSES

Updated 08/2021

The successful contractor is expected to be familiar with and meet all stated or otherwise applicable federal clauses and standards.

Recipients are responsible for evaluating these requirements for relevance and applicability to each procurement.

Listed below is the matrix of FTA required contract clauses and federal certifications.

Applicability of Third Party Contract Provisions (Excluding micro-purchases, except for construction contracts over \$2,000)

CLAUSE	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management/ Recipients	Revenue Rolling Stock	Construction	Materials & Supplies
No Federal government obligations to third-parties by use of a disclaimer	All	All	All	All	All
Program fraud and false or fraudulent statements and related acts	All	All	All	All	All
Access to Records	All	All	All	All	All
Federal changes	All	All	All	All	All
Civil Rights (EEO, Title VI & ADA)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Energy Conservation	All	All	All	All	All
Termination Provisions (not required of states)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$150,000	>\$150,000	>\$150,000 (for steel, iron, manufactured products)
Provisions for resolution of disputes, breaches or other litigation	>\$250,000	>\$250,000	>\$250,000	>\$250,000	>\$250,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000

CLAUSE	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management/ Recipients	Revenue Rolling Stock	Construction	Materials & Supplies
Clean Water	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Cargo Preference			Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel
Fly America	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air
Davis Bacon Act				>\$2,000 (including ferry vessels)	
Copeland Anti-Kickback Act				Section 1: All Section 2: >\$2,000 (including ferry vessels)	
Contract Work Hours & Safety Standards Act		>\$100,000	>\$100,000	>\$100,000 (including ferry vessels)	
Bonding (not required of states)				>\$250,000 (including ferry vessels)	
Seismic Safety	A&E for new Buildings & additions			New buildings & additions	
Transit Employee Protective Arrangements		Transit operations funded with Section 5307, 5309, 5311 or 5316 funds			
Charter Service Operations		All			
School Bus Operations		All			
Drug and Alcohol Testing		Transit operations funded with Section 5307, 5309 or 5311 funds			
Patent Rights	Research & development				
Rights in Data and Copyrights requirements	Research & development				
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All

CLAUSE	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management/ Recipients	Revenue Rolling Stock	Construction	Materials & Supplies
Prompt Payment	All non TVM purchases if threshold for DBE program met	All non TVM purchases if threshold for DBE program met	All non TVM purchases if threshold for DBE program met	All non TVM purchases if threshold for DBE program met	All non TVM purchases if threshold for DBE program met
Recycled Products		Contracts for items designated by EPA, when procuring \$10,000 or more per year		Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year
ADA Access	A&E	All	All	All	
Veterans Employment				All	
Special Notification Requirements for States	Limited to states	Limited to states	Limited to states	Limited to states	Limited to states
Privacy Act	Contracts with personal identifier files	Contracts with personal identifier files	Contracts with personal identifier files	Contracts with personal identifier files	Contracts with personal identifier files
Bus Testing			All		

REQUIRED CERTIFICATIONS, REPORTS, AND FORMS
(excluding micro-purchases, except for construction contracts over \$2,000)

REQUIREMENT	COMMENTS	MASTER AGREEMENT REFERENCE***
Bus Testing Certification and Report	Procurements of buses and modified mass produced vans	§17.p(4)
Transit Vehicle Manufacturer Certification	Procurements of buses and modified mass produced vans	§13.d(3)
Buy America Certification	Projects >\$150,000 that contain steel, iron or manufactured products (see note)	§16.a
Pre-Award Audit	Rolling stock procurements	§17.p(3)
Pre-Award Buy America Certification	Rolling stock procurements>\$150,000(see note)	§17.p(3)
Pre-Award Purchaser's Requirement Certification	Rolling stock procurements	§17.p(3)
Post-Delivery Audit	Rolling stock procurements	§17.p(3)
Post-Delivery Buy America Certification	Rolling stock procurements >\$150,000 (see note)	§17.p(3)
Post-Delivery Purchaser's Requirement Certification	Rolling stock procurements	§17.p(3)
On-Site Inspector's Report	Rolling stock procurements for more than 10 vehicles for areas >200,000 in population and 20 for areas <200,000 in population	§17.p(3)

Federal Motor Vehicles Safety Standards Pre-Award and Post-Delivery Certification	Non-rail rolling stock procurements	§17.p(3)
Excluded Parties Listing System search	Procurements > \$25,000	§3.b
Lobbying Certification	Procurements > \$250,000	§3.d
Standard Form LLL and Quarterly Updates (when required)	Procurements > \$250,000 where contractor engages in lobbying activities	§3.d

FTA GRANT CONTRACT TERMS (PROCUREMENT OF MATERIALS AND SUPPLIES)

In case of any conflict or discrepancy, these FTA provisions will prevail over the "State Grant Contract Provisions" and the "RTA General Contract Provisions" contained in the Contract Documents.

1. FEDERAL GRANT CONDITIONS. This Contract is subject to a financial assistance contract between the San Luis Obispo Regional Transit Authority (RTA) and the United States of America (hereinafter "Federal Government"), acting through the Department of Transportation (hereinafter "U.S. DOT"), and Federal Transit Administration (hereinafter "FTA"). CONTRACTOR must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RTA and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR's failure to so comply constitutes a material breach of this Contract. If such changes cause an increase or decrease in the work to be performed by CONTRACTOR or the time for such performance, then the compensation to be paid to CONTRACTOR and time of performance will be equitably adjusted.

2. NON LIABILITY OF FEDERAL GOVERNMENT

A. CONTRACTOR acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and will not be subject to any obligations or liabilities to CONTRACTOR, or any other party, (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. CONTRACTOR must include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

3. FALSE STATEMENTS

A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.

B. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on CONTRACTOR, to the extent the Federal Government deems appropriate.

C. CONTRACTOR must include the above clauses in each subcontract under this Contract.

4. ALLOWABLE COSTS. With respect to noncompetitively-bid Contracts and Change Order(s) to all Contracts, costs incurred by CONTRACTOR will be allowable to the extent that they meet all of the requirements set forth below. They must:

A. Be made in conformance with the Scope of Work and all other provisions of the Contract;

B. Be necessary in order to accomplish the Contract;

C. Be reasonable in an amount for the goods or services purchased;

D. Be actual net cost to CONTRACTOR (i.e., the price paid minus any refunds, rebates, or other items of value received by CONTRACTOR that have the effect of reducing the cost actually incurred);

E. Be incurred (and be for work performed) after the effective date of the Contract or Change Order unless specific authorization from the RTA to the contrary is received;

F. Unless permitted otherwise by Federal statute or regulation, conform with FTA guidelines and regulations (2 C.F.R. Part 1201, Federal cost principles (48 C.F.R. Part 31), and the Office of Management and Budget Super Circular (2 C.F.R. Part 200), as applicable;

G. Be satisfactorily documented;

H. Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by RTA; and

I. Be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges.

CONTRACTOR must include these clauses in each subcontract under this Contract.

5. AUDIT AND INSPECTION. CONTRACTOR must permit RTA, the U.S. DOT Secretary and the U.S. Comptroller General, or their duly-authorized representative, to inspect all work, materials, payrolls, and other data and records and to audit the books, records and accounts of CONTRACTOR pertaining to the Contract. Further, CONTRACTOR must maintain all required data, documents, reports, records, contracts and supporting materials relating to the Contract for at least three years after the Contract is completed.

6. SMALL, MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISE. In accordance with 49 CFR Part 26.13, it is RTA's policy to not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of RTA's DBE program or the requirements 49 CFR part 26. RTA must take all necessary and reasonable steps under 49 CFR, part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. RTA's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this Contract.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

CONTRACTOR must take steps to assure that qualified small, minority, women and disadvantaged business enterprises are used when possible and to the fullest extent practicable. CONTRACTOR must make information available to potentially-qualified firms about procurement opportunities. CONTRACTOR must divide total requirements, when economically feasible, into smaller tasks or quantities and establish delivery schedules to encourage the participation of small, minority, women and disadvantaged business enterprises. CONTRACTOR must seek the assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency to facilitate the participation of small, minority, women and disadvantaged business enterprises.

If the subject of this procurement is the purchase of transit vehicles, the transit vehicle manufacturer (TVM) must submit a certification to RTA that it has complied with the FTA's DBE requirements prior to submitting its bid or proposal to RTA pursuant to 49 C.F.R. Section 26.49.

7. NONDISCRIMINATION/TITLE VI COMPLIANCE. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR must comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

8. EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246, 41 C.F.R. Part 60-1). During the performance of this Contract, CONTRACTOR must:

A. In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, and 49 U.S.C. Section 5332, and Federal transit laws at 49 U.S.C. Section 5332, comply with all applicable equal employment opportunity requirements of US Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.* (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect future activities undertaken in the course of the Contract.

B. Take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, national origin, sex, age or disability. Such action may include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, CONTRACTOR must comply with any implementing requirements FTA may issue.

C. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, refrain from discrimination against present and prospective employees for reason of age. In addition, comply with any implementing requirements FTA may issue.

D. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, comply with the requirements of U.S. Equal Employment Opportunity Commission "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, comply with any implementing requirements FTA may issue.

CONTRACTOR must include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

9. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES. CONTRACTOR must comply with the following requirements that are applicable to this Contract:

A. Title I of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Section 12101 et seq.;

B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794;

C. Section 16 of the Federal Transit Act, as amended, 49 U.S.C. Section 5301 (d);

D. U.S. DOT regulations, "Transportation for Individuals with Disabilities," 49 C.F.R. Parts 27, 37 and 38, "ADA Accessibility Specification for Transportation Vehicles" 36 C.F.R. Part 1192;

E. U.S. Architectural and Transportation Barriers Compliance, "ADA Accessibility Guidelines for Buildings and Facilities," (ADAAG);

F. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

G. U.S. DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

H. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

I. U.S. Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630.

J. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.

K. Joint Architectural and Transportation Barrier Compliance Board (ATBCB) DOT Regulations, "Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38.

10. DISCRIMINATORY SPECIFICATIONS. CONTRACTOR must comply with the provisions of 49 U.S.C. Section 5323(h)(2) by refraining from including any exclusionary or discriminatory specifications in any solicitation or subcontract issued or executed by CONTRACTOR for work to be performed under this Contract.

11. COMPLIANCE WITH ENVIRONMENTAL STANDARDS.

A. CONTRACTOR must comply with the provisions of Section 306 of the Clean Air Act, as amended, 42 U.S.C. Section 7414, and other applicable requirements of the Clean Air Act, as amended, 42 U.S.C. Sections 7401 through 7671q.; Section 508 of the Clean Water Act, as amended, 33 U.S.C. Sections 1251 through 1377; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 et seq.; and all applicable regulations, standards, orders or requirements issued pursuant to these Federal statutes.

B. CONTRACTOR must report each violation to RTA and understands and agrees that RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

C. CONTRACTOR must also include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

12. ENERGY CONSERVATION. CONTRACTOR must comply with mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq. and 49 C.F.R. Part 18.

13. MOTOR VEHICLE AND MOTOR VEHICLE ENGINE POLLUTION. CONTRACTOR agrees that any vehicles acquired as a part of this Contract must be designed and equipped to limit air pollution as provided in accordance with the following EPA regulations: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle

Engines; Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

14. RECYCLED PRODUCTS (CONTRACTS OVER \$10,000 PER YEAR). CONTRACTOR must provide products and services that conserve natural resources, protect the environment, and are energy efficient in accordance with the Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. Section 6962), and the EPA guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247 through Part 253. In all subcontracts of \$10,000 or more, CONTRACTOR must give competitive preference to products and services that meet these criteria and contain recycled materials identified in the EPA guidelines.

15. PATENT RIGHTS (RESEARCH AND DEVELOPMENT CONTRACTS). If any invention, improvement, or discovery of CONTRACTOR is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, CONTRACTOR must immediately notify RTA. The rights and responsibilities of CONTRACTOR, RTA and the Federal Government pertaining to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, and policies, including any waiver thereof. Unless the Federal Government makes a contrary determination, CONTRACTOR agrees it will transmit to the Federal Government all patent rights due to any invention, improvement or discovery resulting from the Contract as specified in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401 (implementing 35 U.S.C. Sections 200 et seq.), irrespective of the status of the third party contractor at any tier of the Project.

16. RIGHTS IN DATA AND COPYRIGHTS. In accordance with 49 C.F.R. Section 18.34 and 49 C.F.R. Section 19.36, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorizes others to use, for Federal Government purposes "subject data" that is financed by the Contract; or any right of copyright to which RTA or CONTRACTOR purchases ownership as part of the Contract with federal funds.

A. The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term "subject data" includes any work developed under this Contract, irrespective of whether or not a copyright has been obtained; and any rights of copyright to which CONTRACTOR or RTA purchases ownership with Federal funding assistance. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to administration of the Contract.

B. The following restrictions apply to all "subject data" first produced in the performance of this Contract:

1. Except for its own internal use, RTA and CONTRACTOR may not publish or reproduce the subject data in whole or in part, or in any manner or form, nor may RTA or CONTRACTOR authorize others to do so, without the written consent of the Federal Government and until such time as the Federal Government may have either released or approved the release of the data to the public. This restriction on publication, however, does not apply to contracts with institutions of higher learning.

2. As authorized by 49 C.F.R. Section 18.34 and 49 C.F.R. Section 19.36, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the subject data for Federal Government purposes. "For Federal Government purposes" means use only for the direct purposes of the Federal Government.

C. If the Contract is for a planning, research, development or a demonstration project, CONTRACTOR agrees that, in addition to the rights in data and copyrights set forth herein, the Federal Government may make available to any recipient or subrecipient of FTA funds, or to any third party contractor or subcontractor either the Federal Government's license in the copyright to or a copy of the subject data. In the event that the Contract is not completed, for any reason whatsoever, all data developed under the Contract will become subject data as defined in this Section and will be delivered as the Federal Government may direct. This provision does not apply to adaptations of automatic data processing equipment or programs for RTA's use that are capital projects.

D. If the data developed under the terms of this contract is subject either directly or indirectly to U.S. Export Control regulations, CONTRACTOR must not export the data to any countries or any foreign persons, without first obtaining the necessary Federal license or licenses and complying with any applicable U.S. Export Control regulations.

E. Nothing contained herein will imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

F. The requirements of this Section do not apply to material furnished by RTA and incorporated into the work carried out under the Contract provided that RTA identifies the incorporated material at the time of delivery of the work.

17. FLY AMERICA. CONTRACTOR must comply with 49 U.S.C. Section 40118 (the "Fly America" Act) in accordance with the General Services Administrations' regulations at 41 C.F.R. Part 301-10.131 *through 301-10-143, which provides that recipients and subrecipients of Federal funds and their contractors* are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, CONTRACTOR must submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide a certificate of compliance with the Fly America requirements.

18. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS. As required under 46 U.S.C. Section 55303 and 46 C.F.R. Part 381, for equipment, materials or commodities that may involve transport by ocean vessel, CONTRACTOR agrees:

A. To use 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 Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment 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 RTA (through CONTRACTOR in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the Contract.

C. To insert the substance of the provisions of this clause in all subcontracts that may involve transport of equipment, material or commodities by ocean vessel issued pursuant to the Contract.

19. DEBARRED BIDDERS (CONTRACTS OVER \$25,000). CONTRACTOR, including any of its officers or holders of a controlling interest, and subcontractors are obligated to inform RTA whether or not they are or have been debarred, suspended, or otherwise declared ineligible for award of federally funded contracts and pursuant to Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6106 note and U.S. DOT regulations, 49 C.F.R. Part 29. If CONTRACTOR or subcontractor is included on the list or determined ineligible during the performance of this Contract, CONTRACTOR must inform RTA.

20. LOBBYING RESTRICTIONS.

A. **CONTRACTS UNDER \$100,000.** CONTRACTOR may not use any funds under this Contract to support activities designed to influence Congress or any State Legislature on legislation or appropriation as prohibited by U.S. DOT regulations "New Restrictions on Lobbying" at 49 C.F.R. Part 20.100, as modified by 31 U.S.C. Section 1352. CONTRACTOR must ensure that each subcontractor performing work pursuant to the terms of this Contract complies with the lobbying restrictions contained in 49 C.F.R. Part 20.100. Nothing in this Article will be construed to prohibit a CONTRACTOR or subcontractor from lobbying Congress or any State legislature using CONTRACTOR's own funds rather than the revenues received under this Contract.

B. **CONTRACTS OVER \$100,000.** CONTRACTOR may not use any funds under this Contract to support activities designed to influence Congress or employee of any federal agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress or a State Legislature in connection with any appropriation or legislation and must comply with the provisions of the U.S. DOT's regulations, "New Restrictions on Lobbying" at 49 C.F.R. Part 20, as modified by 31 U.S.C. Section 1352. CONTRACTOR must execute the attached "Certification Regarding Lobbying" and submit a copy to RTA upon execution of this Contract. CONTRACTOR must ensure that each subcontractor performing work pursuant to the terms of this Contract complies with the lobbying restrictions contained in the provisions cited herein above and ensure that the language contained in the "Certification Regarding Lobbying" is included in all contracts with all of its subcontractor performing work under this Contract in amount of \$100,000 or greater. Nothing in this Article will be construed to prohibit CONTRACTOR or its subcontractors from lobbying Congress, a federal agency or a State Legislature, so long as the CONTRACTOR or its subcontractors do not use revenues received under this Contract to do so. However, if CONTRACTOR or its subcontractors makes any contact with a federal agency, Congress, or a State Legislature with the intent to influence a decision on a federal or state action affecting RTA, employing its own non-federal funds, CONTRACTOR must complete the attached Disclosure of Lobbying Activities form and submit it to RTA. For the duration of this Contract, CONTRACTOR must submit the OMB Form LLL every calendar quarter in which CONTRACTOR, or its subcontractors subject to this provision, engage in lobbying activities as described in 49 C.F.R Part 20. All Disclosure forms must be forwarded to the RTA, which will submit the forms to the FTA.

21. BUY AMERICA ACT (CONTRACTS OVER \$150,000).

A. CONTRACTOR's attention is directed to the Buy America requirement set forth in 49 U.S.C. Section 5323(j), FTA regulations at 49 C.F.R. Part 661, and any guidance issued by FTA. CONTRACTOR must comply with 49 U.S.C. Section 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless FTA has granted a waiver or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. Section 661.7. Separate requirements for rolling stock are set out at Section 5323(j)(2)(C) and 49 C.F.R. Section 661.11. Rolling stock not subject to a general waiver must have a **70%** domestic content (components and subcomponents) and final assembly must occur in the United States. The appropriate Buy America certification must be submitted to the FTA recipient as set out in the bid documents with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

B. A bidder or offeror who has submitted an incomplete Buy America certificate or an incorrect certificate of noncompliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and noncompliance, or failure to submit a certification), may submit to the FTA Chief Counsel within 10 days of bid opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 U.S.C. 1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The bidder or offeror will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The bidder or offeror will simultaneously send a copy of this information to the FTA grantee.

22. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS. For contracts involving procurement of rolling stock, CONTRACTOR must comply with 49 U.S.C. Section 5323(m) and FTA's implementing regulation at 49 C.F.R. Part 663 that do not conflict with 49 U.S.C. Section 5323(m) and submit the following certifications:

A. Buy America Requirements: CONTRACTOR must complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder certifies compliance with Buy America, it must submit documentation that lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

B. Solicitation Specification Requirements: CONTRACTOR must submit evidence that it will be capable of meeting the bid specifications.

C. Federal Motor Vehicle Safety Standards (FMVSS): CONTRACTOR must submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

23. BUS TESTING. For contracts involving procurement of buses, CONTRACTOR must comply with the FTA bus testing requirements as set forth in 49 U.S.C. Section 5323(c) and FTA's implementing regulation, at 49 C.F.R. Part 665 and must perform the following:

A. A manufacturer of a new bus model or a bus produced with a major change in components or configuration must provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient that will be prior to the recipient's final acceptance of the first vehicle.

B. A manufacturer who releases a report under paragraph A above must provide notice to the operator of the testing facility that the report is available to the public.

C. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer must provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

24. INTELLIGENT TRANSPORTATION SYSTEMS. If this Contract is for the design, procurement or installation of an Intelligent Transportation System (ITS) project, defined as involving the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the National ITS Architecture and Standards, pursuant to SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note, and FTA's published policies, CONTRACTOR must comply with FTA's National ITS Architecture Policy on Transit Projects (66 Fed. Reg. 1455, et seq.; January 8, 2001), in performing this Contract and any other applicable FTA circular or guidance materials.

25. ELECTRONIC AND INFORMATION TECHNOLOGY. If this Contract is for the design, procurement or installation of electronic and information technology, CONTRACTOR must comply with the applicable accessibility standards set out in

Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794d and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards" set out at 36 C.F.R. Part 1194.

26. PROTECTION OF SENSITIVE SECURITY INFORMATION. If CONTRACTOR is provided with access to RTA sensitive security information, CONTRACTOR and all subcontractors at each tier must protect the Sensitive Security Information in accordance with 49 U.S.C. Section 40119(b) and implementing DOT regulations "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. Section 114(s) implementing Department of Homeland Security regulations "Protection of Sensitive Security Information," 49 C.F.R. Part 1520 and any implementing regulations, requirements or guidelines that the Federal Government may issue.

27. SEAT BELTS. Pursuant to Executive Order No. 13043, "Increasing Seat Belt Use in the United States, 23 U.S.C. Section 402 note, CONTRACTOR is encouraged to adopt on-the-job seat belt use policies and programs for its employees that operate company-owned, rented, or personally-operated vehicles.

28. METRIC MEASUREMENTS. Where feasible, and to the extent practicable, RTA will accept property and services with dimensions expressed in metric measures in compliance with the Metric Conversion act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. Sections 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 07-25-1991, 15 U.S.C. Section 205a note; and DOT or FTA regulations and directives. If, for any given product or service provided under the Contract, no measurement system is specified and CONTRACTOR desires to provide the product or service with metric measures, CONTRACTOR must confer with RTA to determine whether it is feasible and practicable to do so.

29. PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not: (a) provide "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

30. SUBCONTRACTOR FLOW DOWN. CONTRACTOR must include and must require all of its contractors and subcontractors at any tier to include all of the clauses in this Attachment in any contract or subcontract of any tier related to the performance of this Contract.

FTA GRANT CONTRACT TERMS (PROCUREMENT OF SERVICES)

In case of any conflict or discrepancy, these FTA provisions will prevail over the "State Grant Contract Provisions" and the San Luis Obispo Regional Transit Authority (RTA) "General Contract Provisions" contained in the Contract Documents.

1. FEDERAL GRANT CONDITIONS. This Contract is subject to a financial assistance contract between RTA and the United States of America (hereinafter "Federal Government"), acting through the Department of Transportation (hereinafter "U.S. DOT"), and Federal Transit Administration (hereinafter "FTA"). CONTRACTOR must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RTA and FTA, as it may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR's failure to so comply constitutes a material breach of this Contract. If such changes cause an increase or decrease in the work to be performed by CONTRACTOR or the time for such performance, then the compensation to be paid to CONTRACTOR and time of performance will be equitably adjusted.

2. NON LIABILITY OF FEDERAL GOVERNMENT.

A. CONTRACTOR acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and will not be subject to any obligations or liabilities to CONTRACTOR, or any other party, (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. CONTRACTOR must include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

3. FALSE STATEMENTS.

A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.

B. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on CONTRACTOR, to the extent the Federal Government deems appropriate.

C. CONTRACTOR must include the above clauses in each subcontract under this Contract. It is further agreed that the clause will not be modified, except to identify the subcontractor who will be subject to its provisions.

4. ALLOWABLE COSTS. With respect to noncompetitively-bid Contracts and Change Order(s) to all Contracts, costs incurred by CONTRACTOR will be allowable to the extent that they meet all of the requirements set forth below. They must:

A. Be made in conformance with the Scope of Work and all other provisions of the Contract;

B. Be necessary in order to accomplish the Contract;

C. Be reasonable in an amount for the goods or services purchased;

D. Be actual net cost to CONTRACTOR (i.e., the price paid minus any refunds, rebates, or other items of value received by CONTRACTOR that have the effect of reducing the cost actually incurred);

E. Be incurred (and be for work performed) after the effective date of the Contract or Change Order unless specific authorization from the RTA to the contrary is received;

F. Unless permitted otherwise by Federal statute or regulation, conform with FTA guidelines and regulations (2 C.F.R. Part 1201), Federal cost principles (48 C.F.R. Part 31), and the Office of Management and Budget Super Circular (2 C.F.R. Part 200), as applicable;

G. Be satisfactorily documented;

H. Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by RTA; and

I. Be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges.

CONTRACTOR must include these clauses in each subcontract under this Contract.

5. AUDIT AND INSPECTION.

A. CONTRACTOR must provide the RTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. Section 633.17, to provide the FTA Administrator or his authorized representatives, including any PMO Consultant access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. Section 5302(a)(1), that is receiving federal financial assistance through the programs described at 49 U.S.C. Sections 5307, 5309 or 5311.

B. CONTRACTOR must permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. CONTRACTOR must maintain all books, records, accounts, and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR must maintain same until the RTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representative, have disposed of all such litigation, appeals, claims, or exceptions related thereto (49 C.F.R. Section 18.39(i)(11)).

CONTRACTOR must include the above clauses in each subcontract under this Contract.

6. SMALL, MINORITY, WOMEN, AND DISADVANTAGED BUSINESS ENTERPRISE. In accordance with 49 CFR Part 26.13, it is RTA's policy to not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of RTA's DBE program or the requirements 49 CFR part 26. RTA must take all necessary and reasonable steps under 49 CFR, part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. RTA's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this Contract

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

CONTRACTOR must take steps to assure that qualified small, minority, women and disadvantaged business enterprises are used when possible and to the fullest extent practicable. CONTRACTOR must make information available to potentially-qualified firms about procurement opportunities. CONTRACTOR must divide total requirements, when economically feasible, into smaller tasks or quantities and establish delivery schedules to encourage the participation of small, minority, women and disadvantaged business enterprises. CONTRACTOR must seek the assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency to facilitate the participation of small, minority, women and disadvantaged business enterprises.

7. NONDISCRIMINATION. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, CONTRACTOR may not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR must comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

8. EMPLOYMENT OF LABORERS AND MECHANICS (CONTRACTS OVER \$100,000). The wages of any laborer or mechanic employed in the performance of this contract must be computed on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. This clause implements Sections 102 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3702 and the Department of Labor Regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Constructs Subject to the Contract Work Hours and Safety Standards Act," 29 C.F.R. Part 5.

9. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, CONTRACTOR must:

A. In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, Federal transit laws at 49 U.S.C. Section 5332, comply with all applicable equal employment opportunity requirements of US Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract.

B. Take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, national origin, sex, age or disability. Such action may include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, comply with any implementing requirements FTA may issue.

C. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit laws at 49 U.S.C. Section 5332, refrain from discrimination against present and prospective employees for reason of age. In addition, comply with any implementing requirements FTA may issue.

D. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, comply with the requirements of U.S. Equal Employment Opportunity Commission "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR must comply with any implementing requirements FTA may issue.

CONTRACTOR must include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

10. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES. CONTRACTOR must comply with the requirements that are applicable to this Contract:

A. Title I of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Section 12101 et seq.;

B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794;

C. Section 16 of the Federal Transit Act, as amended, 49 U.S.C. Section 5301 (d);

D. U.S. DOT regulations, "Transportation for Individuals with Disabilities," 49 C.F.R. Parts 27, 37 and 38 and 36 C.F.R. Part 1192;

E. U.S. Architectural and Transportation Barriers Compliance Board, "ADA Accessibility Guidelines for Buildings and Facilities," (ADAAG);

F. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

G. U.S. DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

H. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

I. U.S. Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630.

J. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.

11. DISCRIMINATORY SPECIFICATIONS. CONTRACTOR must comply with the provisions of 49 U.S.C. Section 5323(h)(2) by refraining from including any exclusionary or discriminatory specifications in any solicitation or subcontract issued or executed by CONTRACTOR for work to be performed under this Contract.

12. SEISMIC SAFETY - BUILDING DESIGN AND CONSTRUCTION. In accordance with 42 U.S.C. Section 7701 et seq., any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 Sections 41.117 and 41.120 and will certify to compliance to the extent required by the regulation. CONTRACTOR also will ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

13. ENERGY CONSERVATION. CONTRACTOR must comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq. and 49 C.F.R. Part 18.

14. MOTOR VEHICLE AND MOTOR VEHICLE ENGINE POLLUTION. CONTRACTOR agrees that any vehicles acquired as a part of this Contract must be designed and equipped to limit air pollution as provided in accordance with the following EPA regulations: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines; Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

15. RECYCLED PRODUCTS (FOR CONTRACTS OVER \$10,000 PER YEAR). CONTRACTOR must provide products and services that conserve natural resources, protect the environment, and are energy efficient in accordance with the Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. Section 6962), and the EPA guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247 through Part 253. In all subcontracts of \$10,000 or more, CONTRACTOR must give competitive preference to products and services that meet these criteria and contain recycled materials identified in the EPA guidelines.

16. PATENT RIGHTS. If any invention, improvement, or discovery of CONTRACTOR is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, CONTRACTOR must immediately notify RTA. The rights and responsibilities of the CONTRACTOR, RTA and the Federal Government pertaining to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, and policies, including any waiver thereof. Unless the Federal Government makes a contrary determination, CONTRACTOR agrees it will transmit to the Federal Government all patent rights due to any invention, improvement or discovery resulting from the Contract as specified in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401 (implementing 35 U.S.C. Sections 200 et seq.), irrespective of the status of the third party contractor at any tier of the Project.

17. RIGHTS IN DATA AND COPYRIGHTS. The following requirements apply to each contract involving experimental, developmental or research work:

In accordance with 49 C.F.R. Section 18.34 and 49 C.F.R. Section 19.36, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorizes others to use, for Federal Government purposes "subject data" that is financed by the Contract; or any right of copyright to which RTA or CONTRACTOR purchases ownership as part of the Contract with federal funds.

A. The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term "subject data" includes any work developed under this Contract, irrespective of whether or not a copyright has been obtained; and any rights of copyright to which the CONTRACTOR or RTA purchases ownership with Federal funding assistance. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to administration of the Contract.

B. The following restrictions apply to all "subject data" first produced in the performance of this Contract:

1. Except for its own internal use, RTA and the CONTRACTOR may not publish or reproduce the subject data in whole or in part, or in any manner or form, nor may RTA or CONTRACTOR authorize others to do so, without the written consent of the Federal Government and until such time as the Federal Government may have either released or approved the release of the data to the public. This restriction on publication, however, does not apply to contracts with institutions of higher learning.

2. As authorized by 49 C.F.R. Section 18.34 and 49 C.F.R. Section 19.36, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the subject data for Federal Government purposes. "For Federal Government purposes" means use only for the direct purposes of the Federal Government.

C. If the Contract is for a planning, research, development or a demonstration project, CONTRACTOR agrees that, in addition to the rights in data and copyrights set forth herein, the Federal Government may make available to any recipient or subrecipient of FTA funds, or to any third party contractor or subcontractor either the Federal Government's license in the copyright to or a copy of the subject data. In the event that the Contract is not completed, for any reason whatsoever, all data developed under the Contract will become subject data as defined in this Section and will be delivered as the Federal Government may direct. This provision does not apply to adaptations of automatic data processing equipment or programs for RTA's use that are capital projects.

D. If the data developed under the terms of this contract is subject either directly or indirectly to U.S. Export Control regulations, CONTRACTOR must not export the data to any countries or any foreign persons, without first obtaining the necessary Federal license or licenses and complying with any applicable U.S. Export Control regulations.

E. Nothing contained herein will imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

F. The requirements of this Section do not apply to material furnished by RTA and incorporated into the work carried out under the Contract provided that RTA identifies the incorporated material at the time of delivery of the work.

18. TRANSIT EMPLOYEE PROTECTION. To the extent applicable, CONTRACTOR must comply with the applicable transit employee protective requirements as follows:

A. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, CONTRACTOR must carry out the transit operations work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C.A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendment thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to the FTA applicable to RTA's project from which Federal assistance is provided to support work on this Contract. CONTRACTOR must carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. Section 5310 (a) (2), or for projects for nonurbanized areas authorized by 49 U.S.C. Section 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

B. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. Section 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. Section 5310(a)(2), and if the U.S. Secretary of Transportation has determined, or determines in the future, that the employee protective requirements of 49 U.S.C. Section 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on this Contract, CONTRACTOR must carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary

of Labor to meet the requirements of 49 U.S.C. Section 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to the FTA, the date of which is set forth in the Grant Agreement or Cooperative agreement with the State. CONTRACTOR must perform transit operations in connection with this Contract in compliance with the conditions stated in that U.S. DOL letter.

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. Section 5311 in Nonurbanized Areas - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. Section 5311, CONTRACTOR must comply with the terms and conditions of the special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

CONTRACTOR also must include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms will be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR may not perform any act, fail to perform any act, or refuse to comply with any RTA requests that would cause RTA to be in violation of the FTA terms and conditions.

19. PROTECTION OF HUMAN SUBJECTS. To the extent Consultant performs research involving human subjects under this Contract; Consultant must comply with the Department of Transportation regulations, "Protection of Human Subjects," 49 C.F.R. Part 11.

20. FLY AMERICA. CONTRACTOR must comply with 49 U.S.C. Section 40118 (the "Fly America" Act) in accordance with the General Services Administrations' regulations at 41 C.F.R. Part 301-10.131 through 301-10-143, which provides that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, CONTRACTOR must submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide a certificate of compliance with the Fly America requirements.

21. COMPLIANCE WITH ENVIRONMENTAL STANDARDS (CONTRACTS OVER \$100,000).

A. CONTRACTOR must comply with the provisions of Section 306 of the Clean Air Act, as amended, 42 U.S.C. Section 7414, and other applicable requirements of the Clean Air Act, as amended, 42 U.S.C. Sections 7401 through 7671q.; Section 508 of the Clean Water Act, as amended, 33 U.S.C. Sections 1251 through 1377; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 et seq.; and all applicable regulations, standards, orders or requirements issued pursuant to these Federal statutes.

B. CONTRACTOR must report each violation to RTA and understands that RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

C. CONTRACTOR also must include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

22. ENVIRONMENTAL DISCLOSURES. If, pursuant to the scope of work under this Contract, CONTRACTOR is directed to prepare environmental documentation, CONTRACTOR must, prior to the commencement of that work, execute a disclosure statement, wherein CONTRACTOR certifies that it does not have any financial or other interest in the outcome of the project, in accordance with Council on Environmental Quality regulations, "Other Requirements of NEPA," 40 C.F.R. Part 1506, at Section 1506.5(c).

23. DEBARRED BIDDERS (CONTRACTS OVER \$25,000). CONTRACTOR, including any of its officers or holders of a controlling interest, and subcontractors are obligated to inform RTA whether or not they are or have been debarred, suspended, or otherwise declared ineligible for award of federally funded contracts and pursuant to Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6106 note and U.S. DOT regulations, 49 C.F.R. Part

29. If CONTRACTOR or a subcontractor is included on the list or determined ineligible during the performance of this Contract, CONTRACTOR must so inform RTA.

24. LOBBYING RESTRICTIONS

A. Contracts under \$100,000. CONTRACTOR may not use any funds under this Contract to support activities designed to influence Congress or any State Legislature on legislation or appropriation as prohibited by U.S. DOT regulations "New Restrictions on Lobbying" at 49 C.F.R. Part 20.100, as modified by 31 U.S.C. Section 1352. CONTRACTOR must ensure that each subcontractor performing work pursuant to the terms of this Contract complies with the lobbying restrictions contained in 49 C.F.R. Part 20.100. Nothing in this Article will be construed to prohibit a CONTRACTOR or subcontractor from lobbying Congress or any State legislature using CONTRACTOR's own funds rather than the revenues received under this Contract.

B. Contracts over \$100,000. CONTRACTOR may not use any funds under this Contract to support activities designed to influence Congress or employee of any federal agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress or a State Legislature in connection with any appropriation or legislation and must comply with the provisions of the U.S. DOT's regulations, "New Restrictions on Lobbying" at 49 C.F.R. Part 20, as modified by 31 U.S.C. Section 1352. CONTRACTOR must execute the attached "Certification Regarding Lobbying" and submit a copy to RTA upon execution of this Contract.

CONTRACTOR must ensure that each subcontractor performing work pursuant to the terms of this Contract complies with the lobbying restrictions contained in the provisions cited herein above and ensure that the language contained in the "Certification Regarding Lobbying" is included in all contracts with all of its subcontractor performing work under this Contract in amount of \$100,000 or greater.

Nothing in this Article will be construed to prohibit CONTRACTOR or its subcontractors from lobbying Congress, a federal agency or a State Legislature, so long as the CONTRACTOR or its subcontractors do not use revenues received under this Contract to do so. However, if CONTRACTOR or its subcontractors makes any contact with a federal agency, Congress, or a State Legislature with the intent to influence a decision on a federal or state action affecting RTA, employing its own non-federal funds, CONTRACTOR must complete the attached Disclosure of Lobbying Activities form and submit it to RTA. For the duration of this Contract, CONTRACTOR must submit the OMB Form LLL every calendar quarter in which CONTRACTOR, or its subcontractors subject to this provision, engage in lobbying activities as described in 49 C.F.R Part 20. All Disclosure forms must be forwarded from tier to tier up to RTA, which will submit the forms to the FTA.

25. INTELLIGENT TRANSPORTATION SYSTEMS. If this Contract is for the design, procurement or installation of an Intelligent Transportation System (ITS) project, defined as involving the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the National ITS Architecture and Standards, pursuant to SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note, and FTA's published policies, CONTRACTOR must comply with FTA's National ITS Architecture Policy on Transit Projects (66 Fed. Reg. 1455, et seq.; January 8, 2001), in performing this Contract and any other applicable FTA circular or guidance materials.

26. ELECTRONIC AND INFORMATION TECHNOLOGY. If this Contract is for the design, procurement or installation of electronic and information technology, CONTRACTOR must comply with the applicable accessibility standards set out in Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794d and U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards" set out at 36 C.F.R. Part 1194.

27. PROTECTION OF SENSITIVE SECURITY INFORMATION. If CONTRACTOR is provided with access to RTA sensitive security information, CONTRACTOR and all subconsultants at each tier must protect the Sensitive Security Information in accordance with 49 U.S.C. Section 40119(b) and implementing DOT regulations "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. Section 114(s) implementing Department of Homeland Security regulations "Protection of Sensitive Security Information," 49 C.F.R. Part 1520 and any implementing regulations, requirements or guidelines that the Federal Government may issue.

28. SEAT BELTS. Pursuant to Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 U.S.C. Section 402 note, CONTRACTOR is encouraged to adopt on-the-job seat belt use policies and programs for its employees that operate company-owned, rented, or personally-operated vehicles.

29. METRIC MEASUREMENTS. Where feasible, and to the extent practicable, RTA will accept property and services with dimensions expressed in metric measures in compliance with the Metric Conversion act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. Sections 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 07-25-1991, 15 U.S.C. Section 205a note; and DOT or FTA regulations and directives. If, for any given product or service provided under the Contract, no measurement system is specified and CONTRACTOR desires to provide the product or service with metric measures, CONTRACTOR must confer with RTA to determine whether it is feasible and practicable to do so.

30. PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not: (a) provide "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

31. SUBCONTRACTOR FLOW DOWN. CONTRACTOR must include and must require all of its contractors and subcontractors at any tier to include all of the clauses in this Attachment in any contract or subcontract of any tier related to the performance of this Contract.

FTA PROCUREMENT TERMS AND CONDITIONS (SMALL PURCHASES >\$3,500 and <\$25,000)

In accordance with 49 U.S.C. § 5325(a), The San Luis Obispo Regional Transit Authority (RTA) shall ensure that all procurement transactions will be all be conducted in a manner that provides full and open competition.

The RTA reserves the right to cancel the solicitation, without penalty, and at its sole discretion.

The VENDOR (or designated representative of the vendor) agrees to comply with Federal Procurement Terms and Conditions outlined below. The Federal Transportation Administration (FTA) clauses listed below are herein incorporated into the Purchase Agreement Terms and Conditions for the RTA.

1. INCORPORATION OF FEDERAL CLAUSES

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in current FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The vendor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

2. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES.

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) The recipient and vendor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) Vendor agrees to include the required Federal clauses in each subcontract financed in whole or in part with Federal Transportation Administration (FTA) assistance. It is further agreed that the clause shall not be modified, except to identify the subvendor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRADULENT STATEMENTS AND RELATED ACTS

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and US Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on vendor to the extent the US Government deems appropriate. (2) If vendor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on vendor, to the extent the US Government deems appropriate. (3) Vendor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subvendor who will be subject to the provisions.

4. GOVERNMENT WIDE DEBARMENT AND SUSPENSION

All Contracts over \$25,000

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is

debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements.

5. ACCESS TO RECORDS AND REPORTS

These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract: 1) Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), vendor shall provide the purchaser, the FTA, the US Controller General or their authorized representatives access to any books, documents, papers and vendor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Vendor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO vendor, access to vendor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

6. ENERGY CONSERVATION

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Vendor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs and with section 1101(b) of SAFETEA LU, 23 U.S.C. § 101. . The vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FTA-assisted contract. Failure by the vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as San Luis Obispo RTA deems appropriate. Each subcontract the vendor signs with a subvendor must include the assurance in this paragraph. The successful proposer/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

8. PROMPT PAYMENT

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The vendor is required to pay its subvendors performing work related to this contract for satisfactory performance of that work no later than 30 days after the vendor's receipt of payment for that work from San Luis Obispo RTA. In addition, the vendor may not hold retainage from its subvendors. The vendor must promptly notify San Luis Obispo RTA whenever a DBE subvendor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subvendor to perform at least the same amount of work. The vendor may not terminate any DBE subvendor and perform that work through its own forces or those of an affiliate without prior written consent of San Luis Obispo RTA.

9. TERMINATION PROVISIONS

All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

(a) Termination for Convenience (General Provision). The recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its

termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs. (b) Termination for Default [Breach or Cause] (General Provision). If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience. (c) Opportunity to Cure (General Provision). The recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions if contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default. (d) Waiver of Remedies for any Breach. In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract. (e) Termination for Convenience (Professional or Transit Service Contracts). The recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

10. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATION SPECIFICATIONS

The vendor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.