



**Standard Terms and Conditions of Purchase Orders  
for the Jacksonville Transportation Authority**

1. This Purchase Order shall be deemed to have been accepted by the Supplier upon receipt by the Jacksonville Transportation Authority (the “Authority” or the “JTA”) of any writing, including a writing transmitted by fax or other means of electronic transmission, indicating acceptance, or by any of the following: (i) shipment of the goods or any portion thereof, (ii) commencement of any work on site; or (iii) performance of any services hereunder.
2. Time is of the essence for delivery of goods and/or services under this Purchase Order. If delivery or completion dates cannot be met, Supplier shall inform the JTA immediately. Such notice shall not, however, constitute a change to the delivery or completion terms of this Purchase Order unless the JTA modifies this Purchase Order in writing. The JTA shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified. In the event Supplier fails to make timely shipment, JTA shall have the right to purchase elsewhere, and unless the delay was caused by unforeseeable circumstances beyond Supplier’s control, Supplier shall reimburse JTA for any additional charges incurred. Supplier shall not be liable for damages resulting from Supplier’s failure or delay in delivery or completion caused solely by acts beyond Supplier’s control, including but not limited to the following: (i) strikes; (ii) lock-outs; (iii) hurricanes; (iv) fires; (v) floods; (vi) vandalism; (vii) acts of governmental agencies; (viii) war; or (ix) acts of God.
3. Supplier warrants that the materials, goods, services, and/or workmanship furnished and/or delivered pursuant to this Purchase Order shall:
  - a. Conform in all respects to the descriptions, drawings, and specifications contained in this Purchase Order;
  - b. Be merchantable and fit for the ordinary purposes for which such goods are used or intended to be used;
  - c. Be new and unused, of good quality, and free from defects whether latent or patent in material or workmanship;
  - d. Be warranted for a minimum of two (2) years from date of acceptance by the JTA unless otherwise stipulated herein;
  - e. Be free from any security interests, liens, or encumbrances as Supplier warrants that it has good and marketable title to the goods delivered hereunder; and
  - f. Not infringe upon or violate any copyrights or patent rights.
  - g. No warranty, expressed or implied, may be modified, excluded, or disclaimed in any way by the Supplier. All warranties shall remain in full force, notwithstanding acceptance and payment from the JTA.
4. Payment will be made by JTA in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70, after the items awarded have been delivered, received, inspected, accepted, and properly invoiced. Discount terms are as set forth in the

Purchase Order Form (the "Form"). If no terms are specified, the net amount shall be payable within thirty (30) days after the later of: (i) delivery and acceptance of goods or other performance conforming to the terms of this Purchase Order; or (ii) invoicing. Unless otherwise expressly provided in the Form, the JTA shall not be liable for any shipping, handling, fuel surcharges, or similar fees. Invoices to be emailed to [accountspayable@jtafla.com](mailto:accountspayable@jtafla.com).

5. The JTA is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No.85-8012646346C-1; and (b) Federal Excise Tax, Registration No. 59-6018367. The only purchases allowed to be made using these exemptions are to be made on either an Authority Purchase Order or an Authority check. The sales tax exemption does not apply to goods or services that are purchased and consumed by the Supplier, or goods or services for which the Supplier is deemed to be the ultimate consumer.
6. The JTA may, by written notice, immediately terminate this Purchase Order, in whole or in part, if the Supplier fails to satisfactorily perform any provisions of this Purchase Order, or fails to make progress so as to endanger performance under the terms and conditions of this Purchase Order.
7. This Purchase Order may be terminated by the JTA without cause upon thirty (30) days written notice to the Supplier. In the event of such a termination, the Supplier shall be compensated for all services satisfactorily performed prior to termination.
8. Supplier is expressly prohibited from subcontracting its duties and transferring or assigning its rights hereunder without the prior written approval of the JTA.
9. Supplier agrees to comply with all applicable federal, state, and local laws. The Fair Labor Standards Act and the Equal Opportunity Provisions of Executive Orders are specifically incorporated herein.
10. Compliance with Supplier Code of Business Conduct. The Supplier shall, at all times throughout the duration of this Purchase Order, comply with the Authority's Supplier Code of Business Conduct which is made a part hereof by reference. Failure of the Supplier to abide by the Supplier Code of Business Conduct may lead to disciplinary measures commensurate with the violation, including but not limited to termination of this Purchase Order.
11. If items purchased are classified as toxic or hazardous substances under Chapter 442, Florida Statutes, Supplier must submit copies of the Material Data Sheet (MSDS) for each substance to: (1) the JTA, Risk Management Division at 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202; and (2) to the delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements will result in delay of payment until compliance is affected.

12. Supplier shall indemnify and hold harmless JTA for all damages, losses, and liabilities arising from or connected to this Purchase Order, specifically including but not limited to: (i) those caused by or arising out of a defective condition in the goods, whether patent or latent, provided that such defects existed at the time of shipment by Supplier; (ii) the negligence of Supplier in the marketing, sale, and/or services under this Purchase Order; and (iii) the breach of a warranty and/or agreement by Supplier pursuant to this Purchase Order. Supplier agrees to pay all damages, costs, and attorney's fees incurred in the defense of any such claim.
13. All purchases are F.O.B. Destination, freight prepaid by Supplier unless otherwise stated on the face of the Purchase Order. Collect shipments will not be accepted. Title of goods shall pass to the JTA upon acceptance by the JTA.
14. The Purchase Order shall be governed and construed according to the laws of the State of Florida. Except as set forth in paragraph 9, should the Parties be involved in legal action arising under or connected to this Purchase Order, each party will be responsible for its own attorney's fees and costs. The venue for any litigation will be Duval County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.
15. The Supplier is an independent Supplier under this Purchase Order. Services provided by the Supplier shall be performed by employees of the Supplier, and are subject to supervision by the Supplier, not the officers, employees, or agents of the JTA.
16. This Purchase Order and any documents referenced herein contain the entire understanding of the parties, relating to the subject matter hereof, superseding all prior communications. This Purchase Order may not be changed except by change orders signed by authorized agents of the JTA.
17. This Purchase Order confirms the acceptance of the Supplier's offer, made in the form of a proposal, bid, or quotation, with the JTA's terms and conditions made a part thereof. If bid documents, performance specifications, technical product descriptions, or other similar descriptive materials submitted by Supplier in connection with the Purchase Order, or Supplier's proposal, have been incorporated by reference, the terms and conditions within the contract specific to that proposal, bid, or quotation are deemed to supersede the terms and conditions of this Purchase Order. In any case where a quotation has been made without specific terms and conditions, the terms and conditions of this Purchase Order are adopted, agreed to, and are binding on both Parties.
18. The Supplier acknowledges that the JTA is subject to the Florida Public Records Law, the Government in the Sunshine Act, and possibly the Freedom of Information Act (FOIA), and that in compliance therewith, at the sole discretion of the JTA, the JTA may disseminate or make available to any person, without the consent of the Supplier, information regarding this Purchase Order, including without limitation: information in the responses; requirements; specifications; drawings; sketches; schematics; models; samples; tools; computer or other apparatus programs; technical information or data,

whether electronic, written, or oral, furnished by the Supplier to the JTA under this Purchase Order, and that copies of work products and related materials prepared or received by the Supplier under this Purchase Order are public records. Supplier understands the burden of requesting an exemption rests solely with the Supplier, and the Supplier shall indicate which documents are considered exempt and the related exemption that is being claimed.

19. In connection with the Purchase Order, Supplier, at its own cost and expense, shall obtain and maintain in force during the term of this Purchase Order, the following insurance coverage:
  - a. A policy of workers' compensation insurance, in amounts required by law, covering all officers and employees of Supplier who are in any way engaged in or connected with the Purchase Order, and employer's liability insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00). Supplier shall require its agents, sub-suppliers, who are in any way engaged in or connected with the Purchase Order, to maintain the same insurance as required herein of Supplier.
  - b. A policy of commercial general liability insurance with broad form property damage endorsement, personal injury, and products completed operations coverage, affording protection in an amount of not less than Two Million Dollars (\$2,000,000.00) per incident and in the aggregate, with respect to personal injury, death, or damage to property.
  - c. If this Purchase Order contemplates professional services, a policy of professional liability insurance, including errors and omissions, affording protection of not less than One Million Dollars (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) in the aggregate.
  - d. A policy of comprehensive automobile liability insurance covering the operation of all motor vehicles used by Supplier or its agents in connection with this Purchase Order, affording protection in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit with respect to personal injury, death, or damage to property.

Each insurance policy required by this Purchase Order shall be endorsed to state that no material alteration or cancellation, including expiration and non-renewal of coverage, shall be effective until after thirty (30) days prior written notice has been given to: Jacksonville Transportation Authority, ATTN: Purchasing Division, 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202. Failure to maintain a current Certificate of Insurance on file with the JTA will be grounds for withholding or rejecting payment of invoices. Notwithstanding the prior submission of a Certificate of Insurance, if requested by the Authority, the Supplier shall, within thirty (30) days after receipt of a written request from the Authority, provide the Authority with a certified complete copy of the policies providing the coverage required.

20. FTA Clauses for Micro-Purchases (under \$2,500):

- a. FLY AMERICA REQUIREMENTS (49 USC 40118, 41 CFR Part 301-10) Requires use of U.S. Flag air carriers for U.S. Government-financed international air travel and transportation.
- b. CARGO PREFERENCE REQUIREMENTS (46 USC 1241, 46 CFR Part 381) Requires use of privately-owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage involved for equipment, material, or commodities.
- c. ENERGY CONSERVATION REQUIREMENTS (42 USC 6321 et seq., 49 CFR Part 18) Requires compliance with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- d. ACCESS TO RECORDS AND REPORTS (49 USC 5325, 18 CFR Part 18.36[i], 49 CFR Part 633.17) Requires the Supplier to provide access to books, documents, papers and records for the purpose of making audits, examinations, excerpts and transactions as it relates to this procurement.
- e. FEDERAL CHANGES (49 CFR Part 18) Requires compliance with FTA regulations, policies, procedures and directives, as they may be amended or promulgated during the term of the contract.
- f. NO GOVERNMENT OBLIGATION TO THIRD PARTIES- Specifies that the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, the Supplier, or any other party.
- g. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS (31 USC 3801 et seq., 49 CFR Part 31, 18 USC 1001, 49 USC 5307) Specifies that the Supplier 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 this purchase or contract and reserves to the Federal Government the right to impose penalties on the Supplier.
- h. CIVIL RIGHTS REQUIREMENTS (29 USC 623, 42 USC 2000, 42 USC 6102, 42 USC 12112, 42 USC 12132, 49 USC 5332, 49 USC 5332, 29 CFR Part 1630, 41 CFR Part 60 et seq.) Requires non-discrimination and equal employment opportunity, and prohibits discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status.
- i. DISADVANTAGED BUSINESS ENTERPRISE (DBE) (49 CFR Part 26) Requires compliance with U.S. Department of Transportation regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs", cooperation with regard to maximum utilization of disadvantaged business enterprises, and best efforts to ensure opportunity for disadvantaged business enterprises to compete for subcontractual work.
- j. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA Circular 4220.1F) Incorporates FTA terms set forth in FTA Circular 4220.1F by reference, and specifies that all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions in this contract.
- k. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS (Construction Contracts in excess of \$2,000) In accordance with 40 USC 3145(a), 29 CFR 5.2(h) and 49 CFR 18.36(i)(5) as it applies to construction contract over \$2,000, all laborers and mechanics

must be paid the full amount of wages and bona fide fringe benefits due at rates not less than those contained in the wage determination of the United States Secretary of Labor.

## 21. ALL FTA-ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

- a. No Federal Government Commitment or Liability to Third Parties. Except as the Federal Government expressly consents in writing, the Recipient agrees that:
  - (1) The Federal Government does not and shall not have any commitment or liability related to:
    - (a) The Project,
    - (b) Any Third Party Participant at any tier, or
    - (c) Any other person or entity that is not a party (Recipient or FTA) to the Underlying Agreement for the Project, and
  - (2) Notwithstanding that the Federal Government may have concurred in or approved any solicitation or third party agreement at any tier that may affect the Project, the Federal Government does not and shall not have any commitment or liability to any:
    - (a) Third Party Participant, or
    - (b) Other entity or person that is not a party (Recipient or FTA) to the Underlying Agreement.
  
- b. False or Fraudulent Statements or Claims.
  - (1) Civil Fraud. The Recipient acknowledges and agrees that:
    - (a) Federal laws and regulations apply to itself and its Project, including:
      - 1 The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and
      - 2 U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. part 31,
    - (b) By executing its Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government, and
    - (c) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information, and
  - (2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(1)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a Federal public transportation program under 49 U.S.C. chapter 53 or any other applicable Federal law.
  
- c. Access to Recipient and Third Party Participant Records.

The Recipient agrees to, and assures its Subrecipients will agree to:

  - (1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information pertaining to the Project to the:
    - (a) U.S. Secretary of Transportation or the Secretary’s duly authorized representatives,
    - (b) Comptroller General of the United States, and the Comptroller General’s duly authorized representatives, and

- (c) Recipient and its Subrecipients, if any,
- (2) Permit those individuals listed in section 10.a(1) of this Master Agreement to:
  - (a) Inspect all Project work and materials, and
  - (b) Audit any information related to the Project under the control of the Recipient or Third Party Participant within books, records, accounts, or other locations, and
- (3) Otherwise comply with:
  - (a) 49 U.S.C. § 5325(g), and
  - (b) 49 C.F.R. § 18.36(i)(10) and 49 C.F.R. § 19.53(e), until U.S. DOT promulgates new regulations that will supersede and apply in lieu of 49 C.F.R. parts 18 and 19.

d. Changes to Federal Requirements and Guidance.

- (a) New Requirements and Guidance. New Federal requirements and guidance may become effective after the FTA Authorized Official signs the Recipient's Underlying Agreement awarding funds for the Project, and apply to the Recipient or its Project,
- (b) Modifications. Federal requirements and guidance that apply to the Recipient or its Project when the FTA Authorized Official awards Federal funds for the Recipient's Underlying Agreement may be modified from time to time, and apply to the Recipient or its Project, and
- (c) Most Recent Provisions Take Precedence. The most recent and applicable Federal requirements will apply to the Recipient or its Project, except as FTA determines otherwise in writing.

e. Civil Rights.

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service,

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to comply with and assures that it and each Third Party Participant will:

(1) Prohibit discrimination based on:

- (a) Race,
- (b) Color,
- (c) Religion,
- (d) National origin,
- (e) Sex,
- (f) Disability, or
- (g) Age,

(2) Prohibit the:

- (a) Exclusion from participation in employment or business opportunity for reasons identified in 49 U.S.C. § 5332,
- (b) Denial of program benefits in employment or business opportunity identified in 49 U.S.C. § 5332, or

(c) Discrimination, including discrimination in employment or business opportunity identified in 49 U.S.C. § 5332, and

(3) Follow:

(a) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance that may be issued, but

(c) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:

(1) Prohibit discrimination based on:

(a) Race,

(b) Color, or

(c) National origin,

(2) Comply with:

(a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*,

(b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and

(c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and

(3) Follow:

(a) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance,

(b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and

(c) All other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity.

(1) Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

(a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,

(b) Facilitate compliance with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity,” July 21, 2014,

(c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and

(d) Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

(2) Specifics. The Recipient agrees:

(a) Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:

- 1 Race,
- 2 Color,
- 3 Religion,
- 4 National origin,
- 5 Disability,
- 6 Age,
- 7 Sexual origin,
- 8 Gender identity, or
- 9 Status as a parent, and

(b) Affirmative Action. Take affirmative action that includes, but is not limited to:

- 1 Recruitment advertising, recruitment, and employment,
- 2 Rates of pay and other forms of compensation,
- 3 Selection for training, including apprenticeship, and upgrading, and
- 4 Transfers, demotions, layoffs, and terminations, but

(c) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer,” and

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third Party Participant will comply, with:

(a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and

(b) Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law and regulation, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows:

(1) Statutory and Regulatory Requirements. The Recipient agrees to comply with:

(a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note,

(b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and

(c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement,

(2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must:

(a) Have a DBE program meeting the requirements of 49 C.F.R. part 26,

(b) Implement a DBE program approved by FTA, and

- (c) Establish an annual DBE participation goal,
- (3) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-funded transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26,
- (4) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient agrees and assures that:
  - (a) It must not discriminate on the basis of race, color, national origin, or sex in:
    - 1 The award and performance of any FTA or U.S. DOT-funded contract, or
    - 2 The administration of its DBE program or the requirements of 49 C.F.R. part 26,
  - (b) It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-funded contracts,
- (c) Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of its Underlying Agreement, and
- (d) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement, and
- (5) Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may:
  - (a) Impose sanctions as provided for under 49 C.F.R. part 26, and
  - (b) In appropriate cases, refer the matter for enforcement under either or both:
    - 1 18 U.S.C. § 1001, and
    - 2 The Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, but
- (6) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26,
- e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including:
  - (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
  - (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and
  - (3) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement,
- f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including:
  - (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age,
  - (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the Age Discrimination in Employment Act,
  - (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds,
  - (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and

(5) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions against discrimination on the basis of disability:

(1) Federal laws, including:

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,

(b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities:

1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but

2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,”

(c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,

(d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and

(e) Other applicable laws and amendments pertaining to access for seniors or individuals with disabilities,

(2) Federal regulations, including:

(a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,

(b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,

(c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,

(d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,

(e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,

(f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,

(g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,

(h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F,

(i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and

(j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and

(3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:  
(1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*,

(2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*, and

(3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to people with limited understanding of English by following:

(1) Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and

(2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14, 2005,

j. Other Nondiscrimination Laws and Regulations. The Recipient agrees to:

(1) Comply with other applicable Federal nondiscrimination laws and regulations, and

(2) Follow Federal guidance prohibiting discrimination, and

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and regulations may be enforced as provided in those Federal laws or regulations.

f. Procurement. The Recipient agrees that it will not use FTA funds for third party procurements unless there is satisfactory compliance with Federal requirements.

Therefore, except as FTA determines otherwise in writing:

Federal Laws, Regulations, and Guidance. The Recipient agrees:

(1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable

Federal laws and regulations in effect now or later that affect its third party procurements,

(2) The following U.S. DOT requirements will apply to the Recipient and its Project:

(a) 49 C.F.R. § 18.36, if the Recipient is a State, Local, or Indian Tribal Government,

(b) 49 C.F.R. §§ 19.40 – 19.48, if the Recipient is an institution of higher learning or a private nonprofit entity, or

(c) Applicable provisions of 2 C.F.R. part 1201, when effective,

(3) To follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” to the extent consistent with applicable Federal laws, regulations, and guidance, and

(4) That although the FTA “Best Practices Procurement Manual” may provide some additional third party contracting guidance, that Manual may lack the necessary information for compliance with certain Federal requirements that apply to specific third party contracts at this time.

g. Energy Conservation. The Recipient agrees to, and assures its Subrecipients will:

a. State Energy Conservation Plans. Comply with the mandatory energy standards and policies of its State energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 *et seq.*, and

b. Energy Assessment. Perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. part 622, subpart C.

22. FTA-ASSISTED THIRD-PARTY CONTRACTS NAD SUBCONTRACTS  
EXCEEDING \$10,000.00

- a. Right of the Federal Government to Terminate. The Recipient agrees that:  
Justification. After providing written notice to the Recipient, the Federal Government may suspend, suspend then terminate, or terminate all or any part of the Federal funding awarded for the Project if:
- (1) The Recipient has violated the Underlying Agreement or this Master Agreement, especially if that violation would endanger substantial performance of the Project,
  - (2) The Recipient has failed to make reasonable progress implementing the Project, or
  - (3) The Federal Government determines that continuing to provide Federal funding for the Project does not adequately serve the purposes of the law authorizing the Project,
- b. Financial Implications.
- (1) In general, termination of Federal funding for the Project will not invalidate obligations properly incurred before the termination date to the extent the obligations cannot be canceled, but
  - (2) Notwithstanding section 12.b(1) of this Master Agreement above, the Federal Government may:
    - (a) Recover Federal funds it has provided for the Project if it determines that the Recipient has willfully misused Federal funds by:
      - 1 Failing to make adequate progress,
      - 2 Failing to make appropriate use of the Project property, or
      - 3 Failing to comply with the Underlying Agreement or this Master Agreement, and
    - (b) Require the Recipient to refund the entire amount or a lesser amount of Federal funds provided for the Project, as the Federal Government may determine.

23. FTA-ASSISTED THIRD-PARTY CONTRACTS NAD SUBCONTRACTS  
EXCEEDING \$25,000.00

- a. Ethics. Debarment and Suspension. The Recipient agrees to the following:
- (1) It will comply with the following 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:
    - (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 Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto,
      - 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, and
      - 4 Other applicable Federal laws, regulations, or guidance regarding participation with debarred or suspended Recipients or Third Party Participants,

(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 Third Party Participant 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, and

2 Reviews the “System for Award Management (SAM)” at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

(2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:

(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,

(b) FTA Project Manager for a Project administered by an FTA Headquarters Office, or

(c) FTA Chief Counsel.

#### 24. FTA-ASSISTED THIRD-PARTY CONTRACTS NAD SUBCONTRACTS EXCEEDING THE SIMPLIFIED ACQUISITION THRESHOLD (\$100,000)

a. Buy America. Domestic preference procurement requirements of:

(1) 49 U.S.C. § 5323(j), as amended by MAP-21, and

(2) FTA regulations, “Buy America Requirements,” 49 C.F.R. part 661, to the extent consistent with MAP-21.

b. Disputes, Breaches, Defaults, or Other Litigation. The Recipient understands and agrees that:

a. FTA Interest. FTA has a vested interest in the settlement of any violation of Federal law, regulation, or disagreement involving the Project, including, but not limited to, a:

(1) Default or breach, or

(2) Major dispute or litigation,

b. Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges:

(1) The Recipient must promptly notify the:

(a) FTA Chief Counsel, or

(b) FTA Regional Counsel for the Region in which the Recipient is located,

(2) The types of legal matters that require notification include, but are not limited to:

(a) A major dispute, breach, or default,

(b) Credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of the Recipient, or other person:

1 Has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or

2 Has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Federal funding,

(c) Litigation, or

(d) Naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason,

(3) Matters that may affect the Federal Government include, but are not limited to, the:

(a) Federal Government’s interests in the Project, or

- (b) Federal Government's administration or enforcement of Federal laws or regulations, and
- (4) If a legal matter described in section 44.b(2)(b) of this Master Agreement emerges, the Recipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located,
- c. Federal Interest in Recovery. The Federal Government has an interest in the proceeds of any recovery as follows:
  - (1) General. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the Federal share for the Project, but
  - (2) Liquidated Damages. Notwithstanding the preceding section 44.c(1) of this Master Agreement, the Recipient may return all liquidated damages it receives to its Project Account rather than return the Federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence,
- d. Enforcement. The Recipient must pursue its legal rights and remedies available under:
  - (1) Any third party agreement, or
  - (2) Any Federal, State, or local law or regulation,
- e. FTA Concurrence. If a legal matter described in section 44.b(2) or (3) of this Master Agreement involves the Project or the Recipient, FTA reserves the right to concur in any compromise or settlement, and
- f. Alternative Dispute Resolution. FTA encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate.

## 25. FTA-ASSISTED THIRD-PARTY CONTRACTS NAD SUBCONTRACTS EXCEEDING \$100,000 BY STATUTE

- a. Lobbying Restrictions. The Recipient understands and agrees that neither it nor any Third Party Participant will use Federal funds to influence any officer or employee of a Federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Project or the Underlying Agreement for the Project, including any award, extension or modification, according to the following:
  - (1) Laws, Regulations, and Guidance.
    - (a) 31 U.S.C. § 1352, as amended,
    - (b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
    - (c) Other applicable Federal laws, regulations, and guidance prohibiting the use of Federal funds for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a State legislature, except
  - (2) Exception. If permitted by applicable Federal law, regulations, or guidance, such as lobbying activities described above that may be undertaken through the Recipient's or Subrecipient's proper official channels.
- b. Clean Air and Clean Water. The Recipient agrees to include adequate provisions in each third party agreement exceeding \$100,000 to ensure that each Third Party Participant will agree to the following:

- (1) It will not use any violating facilities,
- (2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities,”
- (3) It will report violations of use of prohibited facilities to FTA and the Regional U.S. EPA Office, and
- (4) It will comply with the inspection and other requirements of:
  - (a) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q, and
  - (b) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377.

## 26. TRANSPORT OF PROPERTY OR PERSONS

- a. Cargo Preference – Use of United States-Flag Vessels. Shipping requirements of:
  - (1) 46 U.S.C. § 55305, and
  - (2) U.S. Maritime Administration regulations, “Cargo Preference - U.S.-Flag Vessels,” 46 C.F.R. part 381.
- b. Fly America. Air transportation requirements of:
  - (1) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and
  - (2) U.S. General Services Administration (U.S. GSA) regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 – 301-10.143.

## 27. CONSTRUCTION ACTIVITIES

- a. Employee Protections. The Recipient agrees to comply, and assures that each Third Party Participant will comply, with all of the following:  
Construction Activities. Federal laws and regulations providing protections for construction employees involved in Project activities, including the:
  - (1) Prevailing Wage Requirements of:
    - (a) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA’s “Davis-Bacon Related Act”),
    - (b) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147, and
    - (c) U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5,
  - (2) Wage and Hour Requirements of:
    - (a) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and
    - (b) U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5,
  - (3) “Anti-Kickback” Prohibitions of:

(a) Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874,  
(b) Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145, and  
(c) U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” 29 C.F.R. part 3, and

(4) Construction Site Safety of:

(a) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and  
(b) U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926.

- b. Bonding. The Recipient agrees to comply with the following bonding requirements and restrictions as provided in Federal regulations and guidance:
- (1) Construction. As provided by Federal regulations and modified by FTA guidance, for Project activities involving construction, it will provide:
- (a) Bid guarantee bonds,  
(b) Contract performance bonds, and  
(c) Payment bonds, and
- (2) Activities Not Involving Construction. For Project activities not involving construction:
- (a) It will not impose excessive bonding, and  
(b) It will follow FTA guidance
- c. Seismic Safety.
- (1) The Recipient agrees to comply with:
- (a) The Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 *et seq.*, and  
(b) U.S. DOT regulations, “Seismic Safety,” 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117, and
- (2) The Recipient agrees to facilitate and follow Executive Order 12699, “Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction,” 42 U.S.C. § 7704 note.
- d. Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third Party Participant will comply, with:
- (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and  
(b) Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note.

## 28. NONCONSTRUCTION ACTIVITIES

- a. Activities Not Involving Construction. Federal laws and regulations providing wage and hour protections for nonconstruction employees, including:
- (1) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and
  - (2) U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

## 29. TRANSIT OPERATIONS

- a. Public Transportation Employee Protective Arrangements. The following employee protective arrangements of 49 U.S.C. § 5333(b) must be in place as a condition of award of FTA funding made available or appropriated for FTA programs involving public transportation operations, as determined by U.S. DOL:
- (1) U.S. DOL Certification. When its Project involves public transportation operations and is supported with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by MAP-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide funding for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that:
    - (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project,
    - (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto,
    - (c) It will follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,
    - (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including:
      - 1 Any alternative comparable arrangements U.S. DOL has specified for the Project,
      - 2 Any revisions U.S. DOL has specified for the Project, or
      - 3 Both, and
    - (e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project:
      - 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement,
      - 2 The documents cited in that U.S. DOL certification for the Project,
      - 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and
      - 4 Any revisions that U.S. DOL has specified for the Project,
  - (2) Special Warranty. When its Project involves public transportation operations and is supported with funding made available or appropriated for 49 U.S.C. § 5311, as amended

by MAP-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for repealed section 3038 of TEA-21, as amended by former section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that:

- (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),
- (b) It will follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,
- (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including:

- 1 Any alternative comparable arrangements U.S. DOL has specified for the Project,
- 2 Any revisions U.S. DOL has specified for the Project, or
- 3 Both, and

(d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement:

- 1 The U.S. DOL Special Warranty for its Project,
- 2 Documents cited in that Special Warranty,
- 3 Any alternative comparable arrangements U.S. DOL specifies for the Project, and
- 4 Any revisions that U.S. DOL has specified for the Project, and

(3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to:

- (a) Make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and
- (b) Make other exceptions as it deems appropriate.

- b. Charter Service. Except as FTA determines otherwise in writing, the Recipient understands and agrees that:
  - a. Applicability. To the extent required under Federal laws and regulations, FTA’s “Charter Service” requirements apply to the Recipient and any Third Party Participant involved in a Project supported with funds appropriated or made available under:
    - (1) Federal transit laws, 49 U.S.C. chapter 53,
    - (2) 23 U.S.C. § 133, or
    - (3) 23 U.S.C. § 142,
  - b. Prohibitions. Neither the Recipient nor any Third Party Participant involved in its Project will engage in charter service, except as permitted under:
    - (1) Federal transit laws, specifically 49 U.S.C. § 5323(d),
    - (2) FTA regulations, “Charter Service,” 49 C.F.R. part 604,
    - (3) Any other Federal Charter Service regulations, or
    - (4) Federal guidance,

c. Exceptions. Apart from exceptions to the Charter Service restrictions in FTA's Charter Service Regulations, FTA has established the following additional exceptions to those restrictions:

(1) FTA's Charter Service restrictions do not apply to equipment or facilities financed with the funding made available or appropriated for 49 U.S.C. 5307, as amended by MAP-21, to support Job Access and Reverse Commute (JARC)-type activities that would have been eligible for assistance under repealed 49 U.S.C. 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Recipient uses that FTA funding for program purposes only,

(2) FTA's Charter Service restrictions do not apply to equipment or facilities financed with the funding made available or appropriated for 49 U.S.C. § 5310, as amended by MAP-21, to support New Freedom-type activities that would have been eligible for assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Recipient uses that FTA funding for program purposes only, and

(3) A Recipient of assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes as specified in 49 U.S.C. § 5323(r), as amended by MAP-21, and

d. Charter Service Agreement. The Recipient agrees that:

(1) Charter Service Agreement Selected. The Charter Service Agreement it has selected in its annual Certifications and Assurances to FTA for the Federal fiscal year in which it seeks FTA funding is incorporated by reference and made part of the Underlying Agreement, but

(2) Charter Service Agreement Not Selected. Even if it has not selected the Charter Service Agreement in its most recent annual Certifications and Assurances to FTA:

(a) FTA's Charter Service regulations and any amendments to these regulations will apply to any charter service it or any Third Party Participant provides, and

(b) The definitions in FTA's Charter Service regulations will apply to it and any Third Party Participants that conducts charter operations, and

e. Violations. If it or any Third Party Participant engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures and remedies, including:

(1) Withholding an amount of Federal funds as provided by FTA's Charter Service regulations, Appendix D, or

(2) Barring it or the Third Party Participant from receiving FTA funds.

c. School Bus Operations. Except as FTA determines otherwise in writing, the Recipient understands and agrees that:

Applicability. To the extent required under Federal laws and regulations, Federal "School Bus Operations" requirements apply to it and any Third Party Participant in a Project supported with funds appropriated or made available under:

(1) 49 U.S.C. chapter 53,

(2) 23 U.S.C. § 133, or

(3) 23 U.S.C. § 142,

Prohibitions. Neither it nor any Third Party Participant that is participating in its Project will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by:

(1) Federal transit laws, specifically:

(a) 49 U.S.C. § 5323(f) or (g), as amended by MAP-21, for project activities supported with Fiscal Year 2013 or subsequent funding authorized by MAP-21, or

(b) Applicable requirements of 49 U.S.C. § 5323(f) or (g) for the same fiscal year as the fiscal year of the appropriation that provides the FTA funding supporting the Project,

(2) FTA regulations, “School Bus Operations,” 49 C.F.R. part 605, to the extent those regulations are consistent with the requirements for:

(a) 49 U.S.C. § 5323(f) or (g), as amended by MAP-21, for project activities supported with FTA Fiscal Year 2013 or subsequent funding, or

(b) The applicable requirements of 49 U.S.C. § 5323(f) or (g) for the same fiscal year as the fiscal year of the appropriation that provided the funding awarded for the Project,

(3) Any other applicable Federal “School Bus Operations” regulations, or

(4) Applicable Federal guidance,

c. School Bus Agreement. The Recipient agrees that:

(1) School Bus Agreement Selected. The School Bus Agreement it has selected in its annual Certifications and Assurances to FTA for the Federal fiscal year in which it seeks FTA funding is incorporated by reference and made part of the Underlying Agreement, but

(2) School Bus Agreement Not Selected. Even if it has not selected the School Bus Agreement in its most recent annual Certifications and Assurances to FTA:

(a) FTA’s School Bus Operations regulations, 49 C.F.R. part 605, to the extent consistent with the applicable provisions of 49 U.S.C. § 5323(f) or (g), will apply to any school bus service it or its Third Party Participants provide, and

(b) The definitions in FTA’s School Bus Operations regulations will apply to it and any Third Party Participant that conducts school bus operations, and

d. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA’s School Bus laws and regulations, FTA may:

(1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or

(2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

d. Alcohol Misuse and Prohibited Drug Use.

(1) Requirements. The Recipient agrees to comply, and assures its Third Party Participants will comply, with:

(a) Federal transit laws, specifically 49 U.S.C. § 5331, as amended by MAP-21,

(b) FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 C.F.R. part 655, and

(c) Applicable provisions of U.S. DOT regulations, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 C.F.R. part 40, and

(2) Remedies for Non-Compliance. The Recipient agrees that if FTA determines that a Recipient of funds or a Third Party Participant receiving funds under 49 U.S.C. chapter 53 is not in compliance with 49 C.F.R. part 655, the Federal Transit Administrator may

bar that Recipient or Third Party Participant from receiving all or a portion of the Federal transit assistance it would otherwise receive.

### 30. PLANNING, RESEARCH, DEVELOPMENT, AND DOCUMENTATION PROJECTS

#### a. Patent Rights.

General. The Recipient agrees that:

- (1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery,
- (2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice under the Project, or
- (3) When a patent is issued or patented information becomes available as described in the preceding section 19.a(2) of this Master Agreement, the Recipient will:

- (a) Notify FTA immediately, and
- (b) Provide a detailed report satisfactory to FTA,

b. Federal Rights. The Recipient agrees that:

- (1) Its rights and responsibilities, and each Third Party Participant's rights and responsibilities, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and
- (2) Unless the Federal Government determines otherwise in writing, irrespective of the its status or the status of any Third Party Participant as a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government's patent rights to FTA, as specified in:

- (a) 35 U.S.C. § 200 *et seq.*, and
- (b) 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, and

c. License Fees and Royalties. Except as FTA determines otherwise in writing, and (1) Consistent with 49 C.F.R. parts 18 and 19:

- (a) FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income, and
  - (b) Except to the extent FTA determines otherwise in writing, the Recipient has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project, and
- (2) When the applicable provisions of 2 C.F.R. part 1201 become effective, the provisions of section 19.c(1) of this Master Agreement above will no longer be in effect.

#### b. Rights in Data and Copyrights.

Definition of "Subject Data." As used in this section 20 of this Master Agreement, "subject data" means recorded information:

- (1) Whether or not copyrighted, and

(2) That is delivered or specified to be delivered under the Underlying Agreement or this Master Agreement,

b. Examples of “Subject Data.” Examples of “subject data”:

(1) Include, but are not limited to:

- (a) Computer software,
- (b) Standards,
- (c) Specifications,
- (d) Engineering drawings and associated lists,
- (e) Process sheets,
- (f) Manuals,
- (g) Technical reports,
- (h) Catalog item identifications, and
- (i) Related information, but

(2) Do not include:

- (a) Financial reports,
  - (b) Cost analyses, or
  - (c) Other similar information used for Project performance or administration,
- c. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient’s Project supported by the Underlying Agreement:

(1) Prohibitions. The Recipient may not:

- (a) Publish or reproduce any subject data, in whole, in part, or in any manner or form, or
- (b) Permit others to do so, but

(2) Exceptions. The prohibitions of the preceding section 20.c(1) of this Master Agreement do not apply to:

- (a) Publications or reproductions for the Recipient’s own internal use,
- (b) An institution of higher learning,
- (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or
- (d) The portion of data that has the Federal Government’s prior written consent for release,

d. Federal Rights in Data and Copyrights. The Recipient agrees that:

(1) License Rights. It must provide a license to its “subject data” to the Federal Government that is:

- (a) Royalty-free,
- (b) Non-exclusive, and
- (c) Irrevocable, and

(2) Uses. The Federal Government’s license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes:

- (a) Reproduce, publish, or otherwise use the subject data, and
- (b) Permit other entities or individuals to use the subject data,

e. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA’s purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the

Project to the Recipient and its Third Party Participants; therefore, the Recipient agrees that:

- (1) Publicly Available Report. When a Project of these types is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet,
  - (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request,
  - (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project:
    - (a) FTA's copyright license to the subject data, and
    - (b) A copy of the subject data, except as the Federal Government determines otherwise in writing,
  - (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA,
  - (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but
  - (6) Exception. This section 20.e of this Master Agreement does not apply to an adaptation of automatic data processing equipment or program that is both:
    - (a) For the Recipient's use, and
    - (b) Acquired with FTA capital program funding,
- f. License Fees and Royalties. Except as FTA determines otherwise in writing, and
- (1) Consistent with 49 C.F.R. parts 18 and 19:
    - (a) FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income, and
    - (b) Except to the extent FTA determines otherwise in writing, the Recipient has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project, and
  - (2) When the applicable provisions of 2 C.F.R. part 1201 become effective, the provisions of section 20.f(1) of this Master Agreement above will no longer be in effect.
- g. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:
- (1) Violation by the Recipient.
    - (a) If it willfully or intentionally violates any:
      - 1 Proprietary rights,
      - 2 Copyrights, or
      - 3 Right of privacy, and
    - (b) If its violation under section 20.g(1)(a) of this Master Agreement occurs from any of the following uses of Project data:
      - 1 Publication,
      - 2 Translation,
      - 3 Reproduction,
      - 4 Delivery,
      - 5 Use, or
      - 6 Disposition, then

- (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties, but
- (2) Exceptions. It will not be required to indemnify the Federal Government for any liability described in section 20.g(1) of this Master Agreement if:
  - (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or
  - (b) State law. If indemnification is prohibited or limited by applicable State law,
- h. Restrictions on Access to Patent Rights. Nothing in this section 20 of this Master Agreement pertaining to rights in data either:
  - (1) Implies a license to the Federal Government under any patent, or
  - (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,
- i. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:
  - (1) Protections. Sections 20.a, b, c, and d of this Master Agreement generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and
  - (2) Identification of Information. The Recipient agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary," "Confidential," and
- j. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required under:
  - (1) The Freedom of Information Act, 5 U.S.C. § 552,
  - (2) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," 49 C.F.R. part 19, specifically 49 C.F.R. § 19.36(d), until U.S. DOT regulations, 2 C.F.R. part 1201, supersede and apply in lieu of 49 C.F.R. part 19, or
  - (3) Other Federal laws, regulations, and guidance concerning access to Project records.

### 31. MISCELLANEOUS SPECIAL REQUIREMENTS

- a. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law and regulation, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows:
  - (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with:
    - (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note,
    - (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and
    - (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement,

(2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must:

(a) Have a DBE program meeting the requirements of 49 C.F.R. part 26,

(b) Implement a DBE program approved by FTA, and

(c) Establish an annual DBE participation goal,

(3) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-funded transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26,

(4) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient agrees and assures that:

(a) It must not discriminate on the basis of race, color, national origin, or sex in:

1 The award and performance of any FTA or U.S. DOT-funded contract, or

2 The administration of its DBE program or the requirements of 49 C.F.R. part 26,

(b) It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-funded contracts,

(c) Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of its Underlying Agreement, and

(d) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement, and

(5) Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may:

(a) Impose sanctions as provided for under 49 C.F.R. part 26, and

(b) In appropriate cases, refer the matter for enforcement under either or both:

1 18 U.S.C. § 1001, and

2 The Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, but

(6) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the U.S.

DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26.

b. Preference for Recycled Products. The Recipient agrees to provide a competitive preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with:

(1) Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and

(2) U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

c. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions against discrimination on the basis of disability:

(1) Federal laws, including:

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,

(b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities:

1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but

2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,”

(c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,

(d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and

(e) Other applicable laws and amendments pertaining to access for seniors or individuals with disabilities,

(2) Federal regulations, including:

(a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,

(b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,

(c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,

(d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,

(e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,

(f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,

(g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,

(h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F,

(i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and

(j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and

(3) Other applicable Federal civil rights and nondiscrimination guidance.

d. Federal Laws, Regulations, and Guidance. The Recipient agrees:

(1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations in effect now or later that affect its third party procurements,

(2) The following U.S. DOT requirements will apply to the Recipient and its Project:

(a) 49 C.F.R. § 18.36, if the Recipient is a State, Local, or Indian Tribal Government,

(b) 49 C.F.R. §§ 19.40 – 19.48, if the Recipient is an institution of higher learning or a private nonprofit entity, or

(c) Applicable provisions of 2 C.F.R. part 1201, when effective,

(3) To follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” to the extent consistent with applicable Federal laws, regulations, and guidance, and

(4) That although the FTA “Best Practices Procurement Manual” may provide some additional third party contracting guidance, that Manual may lack the necessary information for compliance with certain Federal requirements that apply to specific third party contracts at this time.

## 32. SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

- a. Special Notification Requirements for States. To the extent required under Federal law, the State, as the Recipient, agrees to provide the following information about FTA funding for State Programs or Projects:
  - A. Types of Information. The State will provide information including:
    - (1) Identification of FTA as the Federal agency providing the Federal funds for the Program or Project,
    - (2) The Catalog of Federal Domestic Assistance Number of the Program from which the Federal funding for the Program or Project is authorized, and
    - (3) The amount of Federal funds FTA has provided for the Program or Project, and
  - B. Documents. The State will provide the information required under this provision in the following documents:
    - (1) Grant or cooperative agreement applications,
    - (2) Requests for proposals, or solicitations,
    - (3) Forms,
    - (4) Notifications,
    - (5) Press releases, and
    - (6) Other publications.
- b. Bus Testing. It will complete the bus testing required under:
  - (a) Federal transit law, specifically 49 U.S.C. § 5318(e), as amended by MAP-21, and
  - (b) FTA regulations, “Bus Testing,” 49 C.F.R. part 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended by MAP-21.
- c. Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-funded transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26.
- d. Buy America. Domestic preference procurement requirements of:
  - (1) 49 U.S.C. § 5323(j), as amended by MAP-21, and
  - (2) FTA regulations, “Buy America Requirements,” 49 C.F.R. part 661, to the extent consistent with MAP-21.
- e. Pre-award and Post Delivery Requirements. Except for Projects using funds appropriated or made available for any Tribal Transit Program, it will conduct the pre-award and post-delivery reviews as required under:

- (a) Federal transit law, specifically 49 U.S.C. § 5323(m), and
- (b) FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 C.F.R. part 663.

f. Debarment and Suspension. The Recipient agrees to the following:

(1) It will comply with the following 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:

(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 Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto,

3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, and

4 Other applicable Federal laws, regulations, or guidance regarding participation with debarred or suspended Recipients or Third Party Participants,

(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 Third Party Participant 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, and

2 Reviews the “System for Award Management (SAM)” at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

(2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:

(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,

(b) FTA Project Manager for a Project administered by an FTA Headquarters Office, or

(c) FTA Chief Counsel.

g. Lobbying Restrictions. The Recipient understands and agrees that neither it nor any Third Party Participant will use Federal funds to influence any officer or employee of a Federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Project or the Underlying Agreement for the Project, including any award, extension or modification, according to the following:

(1) Laws, Regulations, and Guidance.

(a) 31 U.S.C. § 1352, as amended,

(b) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and

(c) Other applicable Federal laws, regulations, and guidance prohibiting the use of Federal funds for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a State legislature, except

(2) Exception. If permitted by applicable Federal law, regulations, or guidance, such as lobbying activities described above that may be undertaken through the Recipient's or Subrecipient's proper official channels.