

REQUEST FOR PROPOSALS

BID OPENING LOCATION: Eureka Springs City Hall
44 S. Main Street
Eureka Springs, AR 72632
Date: 11:00am, December 30, 2025

DELIVERY/MAIL: Eureka Springs City Hall
44 S. Main Street
Eureka Springs, AR 72632

Subject to the Conditions set forth on Pages 2 through 5 of this bid invitation, the Eureka Springs Transit System (ESTS) is seeking proposals for the procurement and installation of an **ABOVE GROUND GASOLINE STORAGE TANK** ("TANK") at the ESTS maintenance facility located at 137 W. Van Buren, Eureka Springs, AR 72632. Proposals will be received by ESTS at 44 S. Main Street, Eureka Springs, AR until **11:00am, December 30, 2025**, at which time the proposals will be opened.

ESTS reserves the right to modify this schedule at ESTS's discretion. Notification of changes in the response due date, as well as any Addenda, will be posted on the ESTS Website (www.EurekaTrolley.org).

The **Scope of Work** includes but is not limited to the procurement and installation of an Above Ground Gasoline Storage Tank. The tank must comply with all Arkansas Department of Environmental Quality (ADEQ) and State Fire Marshall regulations.

Proposals must be submitted on this form (along with as many additional sheets as may be necessary to fully describe the proposal) or they will be rejected. Late proposals and unsigned proposals will not be considered. **The words "ABOVE GROUND GASOLINE TANK" shall be marked clearly on the envelope.**

The award to be let under this solicitation is subject to a financial assistance arrangement between the City of Eureka Springs and the Federal Transit Administration pursuant to the Arkansas Department of Transportation (ArDOT) as Grantee and to the Eureka Springs Transit System as Recipient.

Notice of Nondiscrimination

The Eureka Springs Transit System (ESTS) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ESTS does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the FMCSA Title VI Program), or disability in the admission, access to and treatment in ESTS's programs and activities, as well as ESTS's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ESTS's nondiscrimination policies may be directed to Civil Rights Officer Kenneth "Smitty" Smith (ADA/504/Title VI Coordinator), 137 W Van Buren, Eureka Springs, AR 72632, (479) 253-9572, (Voice/TTY 711), or the following email address: smitty@eurekaspringsAR.gov

Free language assistance may be available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape, and in Braille.

In compliance with this RFP and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

CONDITIONS

1. **ACCEPTANCE AND REJECTION:** The Eureka Springs Transit System (ETST) reserves the right to reject any or all proposals, to accept proposals in whole or in part (unless otherwise indicated by Proposer, to waive any informalities in proposals received, to accept proposals on materials or equipment with variations from specifications where efficient of operation will not be impaired, and to select a proposal that will best serve the interest of ESTS and the City of Eureka Springs.
2. **PRICES:** Unless otherwise stated in this RFP, the following will apply: (1) the unit price shall be bid, (2) the price must be F.O.B. destination specified in bid, (3) price must be firm and not subject to escalation, and (4) bid must be firm for acceptance for 60 days from bid opening date. Discounts from bid price will not be considered in making awards.
3. **TERM OF PURCHASE AGREEMENT:** The bid award prices subsequent to this bid shall be for the purchase and installation of an ABOVE GROUND GASOLINE STORAGE TANK for a period commencing with the date of award through June 30, 2026.
4. **SURETY BONDS, BID BONDS AND PERFORMANCE BONDS:** ADEQ requires a surety bond, letter of credit or cash bond in the amount of at least twenty-five thousand dollars (\$25,000), which provides that the Department is the obligee or payee of the instrument, and otherwise complies with the regulations of the ADEQ.
5. **TAXES:** ESTS is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and should be included in the Proposal. The rate of tax is 8.75%
6. **“ALL OR NONE” BIDS:** Not applicable to this request for bids.
7. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
8. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Received common carrier bills that reflect ICC authorized rate changes must be furnished.
9. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of ESTS request, and free demonstrations within 30 days, unless ESTS extends time. Failure to provide as requested within this period may cause bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by ESTS. Samples that are not destroyed will be returned upon request at bidder's expense. Samples from successful bidders may be retained for comparison with items actually furnished.
10. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first-class condition.
11. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to ESTS, as soon as possible, of the reason for any delay and the expected delivery date. ESTS has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.

12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by ESTS after delivery. Default in promised delivery or failure to meet specifications authorizes ESTS to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.

13. **ETHICS:** "It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a public contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business." (Arkansas Code, Annotated, Section 19-11-708).

14. SPECIFICATIONS:

a. The primary goal of this RFP is to purchase and install an above ground 1,000-gallon gasoline tank on Transit property.

b. The above ground gasoline storage tank must be complete and ready for service with a covering and a secure delivery system with pump and meter. Installation will be by licensed individuals licensed by the ADEQ for closures and installations. The above ground tank will be installed according to State Fire Marshall Regulations.

c. The above ground gasoline tank and delivery system shall be guaranteed against faulty workmanship and material for at least one (1) year from the date of delivery. During the guarantee period, the Vendor shall repair or replace any defective item at no cost to ESTS.

15. PRODUCTS:

a. The tank will have at least a 1000 gallon capacity, the pump will pump a minimum of fifteen (15) GPM and a maximum of twenty-two (22) GPM.

b. The power to the pump will be secured to prevent unpermitted use.

c. The Tank will be a double hull constructions with the safest standard applied in the industry.

16. FEDERAL AND ARKANSAS ENERGY OFFICE REQUIREMENTS:

b. Davis-Bacon Act: The Davis-Bacon Act requires all laborers and mechanics employed by contractors or subcontractors who work on construction projects in excess of \$2,000 and financed by federal funds shall be paid prevailing wages for the locality of the project. Wage information can be found at www.wdol.gov/dba.aspx#0. Funding recipients with construction, alteration, and/or repair activities as a component will be required to submit copies of weekly payrolls with statements of compliance.

**Contact Agent for Specifications
Kenneth "Smitty" Smith, Transit Director
Eureka Springs Transit System
137 W. Van Buren
Eureka Springs, AR 72632**

**479-253-9572
479-253-8272 (fax)**

smitty@eurekaspringsAR.gov

BID QUOTATION SHEET
ABOVE GROUND GASOLINE STORAGE TANK

(All bid pricing shall be rounded to the nearest dollar (\$).)

QTY.	ITEM DESCRIPTION	UNIT PRICE	PRICE TOTAL
—	General Conditions (e.g. administration, labor, travel, supplies and installation)	\$	\$
—	Gasoline tank	\$	\$
—	Pump & Installation	\$	\$
Subtotal		\$	\$
Sales Tax		\$	\$
Freight		\$	\$
TOTAL			\$

Best Delivery time* from receipt of order (number of calendar days): _____

*Delivery time will be considered when awarding this Bid.

Commodity Information: (You may attach additional sheets if necessary)

Manufacturer(s) _____

Warranty(s) _____

Aftermarket support _____

BIDDER INFORMATION

Company Name: _____

Name (Type or Print): _____

Address: _____

Title: _____

Phone: _____ Fax: _____

City: _____ State: _____ Zip (plus 4) : _____

E-Mail: _____

Federal Tax ID or Social Security No.: _____

Signature: _____

DUNS number: _____

CCR Number (and expiration date): _____

Headquarters (if different from above): _____

Contact Person and address (with Zip+4): _____

Signature must be legible, original (not photocopied) and in ink.

**All information is required
and must be submitted on this form
or the bid will be rejected.**

**Arkansas Department of Transportation
Local Programs Division
Public Transportation Programs Section**

The Following FTA Clauses / Certifications are required for Construction

The Contractor shall comply with the following FTA requirements for Third-Party Contracts.

Clause	Contractor's Initials
1. ACCESS TO RECORDS AND AUDITS (49 U.S.C. § 5325(g), 2 CFR § 200.337 & MA 33 § 9)	_____
2. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352 & 2 CFR Appendix II (I))	_____
3. CHANGES TO FEDERAL REQUIREMENTS (MA 33 § 3(i)(6))	_____
4. CIVIL RIGHTS, NONDISCRIMINATION, AND DBE REQUIREMENTS (49 CFR §§ 26.13 and 26.29; MA 33 § 12))	_____
5. CLEAN AIR (42 U.S.C. 7401-7671q, 2 CFR Appendix II (G)) and Water Acts (33 U.S.C. 1251-1387 & 2 CFR 200 Appendix II (G))	_____
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3702 and 3704, 29 CFR Part 5 & 2 CFR 200 Appendix II (E))	_____
7. COPELAND ANTI-KICKBACK ACT ((40 U.S.C. 3145, (29 CFR Part 3 & 2 CFR 200 Appendix II (D))	_____
8. DAVIS-BACON ACT (49 U.S.C. § 5333; 29 CFR Part 5; 2 CFR 200 Appendix II (D))	_____
9. DEBARMENT AND SUSPENSION (2 CFR 180.220 & 2 CFR 200 Appendix II (H); MA 33 § 4(h)(4) & § 39(b))	_____
10. DISTRACTED DRIVING (74 Fed. Reg. 51225, 23 U.S.C. § 402 note, Executive Order 13513, U.S. DOT Order 3902.10 & MA 33 §34(b))	_____
11. DOMESTIC PREFERENCES FOR PROCUREMENTS (2 CFR 184, 2 CFR 200.322 & 2 CFR Appendix II (L)) (Note: This is separate from Buy America.)	_____
12. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS (MA 33 § 4(g))	_____
13. NOTIFICATION OF FRAUD, WASTE, ABUSE OR MISCONDUCT TO THE U.S. DOT INSPECTOR GENERAL (False Claims Act, 31 U.S.C. § 3729 et seq. & MA 33 §39(b))	_____
14. PATENT RIGHTS AND INVENTIONS DEVELOPED UNDER FEDERALLY ASSISTED AGREEMENTS (35 U.S.C. §§ 200–212, 37 CFR Part 401, MA 33 §17 & 2 CFR 200 Appendix II (F))	_____
15. PROCUREMENT OF RECOVERED MATERIALS (40 CFR 247, 2 CFR 200.323 & 2 CFR Appendix II (J))	_____
16. PROHIBITION ON COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES (2 CFR 200.16, 2 CFR Appendix II (K))	_____
17. REMEDIES FOR BREACH OF CONTRACT (2 CFR 200 Appendix II (A))	_____

- 18. SEAT BELT USE _____
 (62 Fed. Reg. 19217, 23 U.S.C. § 402 note, Executive Order 1304 & MA 33 § 34(a))

- 19. SPECIAL NOTIFICATION REQUIREMENTS FOR STATES _____
 (MA 33 §37)

- 20. TERMINATION CLAUSES _____
 (2 CFR Appendix II (B))

- 21. TRAFFICKING IN PERSONS _____
 (MA 33 §4)

- 22. VETERANS EMPLOYMENT PREFERENCE _____
 (49 U.S.C. § 5325(k), 5 U.S.C. § 2108)

Overall Federal Regulation Compliance

All contractual provisions required by the Arkansas Department of Transportation (ARDOT), as set forth in FTA Circular 4220.1G dated January 17, 2025, 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 Contractor shall not perform any act, fail to perform any act, or refuse to comply with ARDOT requests which would cause ARDOT to be in violation of the FTA terms and conditions.

Printed Name of Company/Organization

Printed Name of Authorized Agent

Signature of On Authorized Agent

Title of Authorized Agent

FEDERAL CLAUSES / CERTIFICATIONS REQUIRED FOR CONSTRUCTION

ACCESS TO RECORDS AND AUDITS

Types of Records. The Recipient agrees to retain, and will require its Third-Party Participants to retain, complete and readily accessible records related in whole or in part to the Underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third-party contracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period. The Recipient agrees to comply with the record retention requirements in the applicable U.S. DOT Common Rule. Records pertaining to its Award, the accompanying Underlying Agreement, and any Amendments thereto must be retained from the day the Underlying Agreement was signed by the authorized FTA official through the course of the Award, the accompanying Underlying Agreement, and any Amendments thereto until three years after the Recipient has submitted its last or final expenditure report, and other pending matters are closed.

Access to Recipient and Third-Party Participant Records. The Recipient agrees, and assures that each Subrecipient, if any, 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, including such records and information the Recipient or its Third-party Participants may regard as confidential or proprietary, related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients;
- (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Recipient or Third-Party Participant within books, records, accounts, or other locations; and
- (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

Access to the Sites of Performance. The Recipient agrees to permit, and to require its Third-party Participants to permit, FTA to have access to the sites of performance of its Award, the accompanying Underlying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.

Closeout. Close out of the Award does not alter the record retention or access requirements of this section of this Master Agreement

BYRD ANTI-LOBBYING AMENDMENT

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

CHANGES TO FEDERAL REQUIREMENTS

Notice to Third-party Participants. The Recipient agrees to include notice in each Third-Party Agreement that:

- (i) Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
- (ii) Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

CIVIL RIGHTS, NONDISCRIMINATION, AND DBE REQUIREMENTS

- (a) *Civil Rights Requirements.* The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program,

including the Indian Tribe Recipient or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

(b) *Nondiscrimination in Federal Public Transportation Programs.* The Recipient agrees to, and assures that it and each Third-Party Participant will:

1. Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.
2. Prohibit the:
 - i. Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;
 - ii. Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or
 - iii. Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
3. Follow:
 - i. 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, requirements, and guidance; but
 - ii. FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

(c) *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 race, color, or national origin,
- (2) Comply with:
 - i. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, et seq.;
 - ii. 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 CFR Part 21, including any amendments thereto; and
 - iii. Federal transit law, specifically 49 U.S.C. § 5332; and
- (3) Follow:
 - i. 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, requirements, and guidance;
 - ii. U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and
 - iii. All other applicable federal guidance that may be issued.

(d) *Equal Employment Opportunity.*

(1) *Federal Requirements and Guidance.* The Recipient agrees to, and assures that each Third-party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin, and:

- i. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
- ii. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
- iii. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement;

- iv. FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and
- v. Follow other federal guidance pertaining to EEO laws, regulations, and requirements.

(2) *Indian Tribes*. The Recipient agrees to and assures that each Third-Party Participant will recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(e) *Disadvantaged Business Enterprise*. To the extent authorized by applicable federal laws, regulations, or requirements, 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 Underlying Agreement as follows:

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

- (i) Section 11101(e) of IIJA;
- (ii) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto; and
- (iii) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.

CLEAN AIR

Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

COPELAND ANTI-KICKBACK ACT

The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

DAVIS BACON ACT

When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 – 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

DEBARMENT AND SUSPENSION

A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to 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) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISTRACTED DRIVING

Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

- (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);
- (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and
- (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - (i) *Safety.* The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
 - (ii) *Recipient Size.* The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
 - (iii) *Extension of Provision.* The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third-party agreements, and encourage its Third-Party Participants to comply with this Special Provision, and include this Special Provision in each third-party subagreement at each tier supported with federal assistance.

DOMESTIC PREFERENCES FOR PROCUREMENTS

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

- (a) *Buy America.* The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. § 5323(j);
- (b) *Build America, Buy America Act.* Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.
- (c) *Cargo Preference—Use of United States-Flag Vessels.* At least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (d) *Fly America.* The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and 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.
- (e) *Uniform Administrative Requirements.* Compliance with FTA's "Buy America Requirements," 49 CFR Part 661, and "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184, as described in this Master Agreement shall be deemed to satisfy 2 CFR § 200.322, "Domestic Preferences for Procurements."
- (f) *Limitation on Certain Rolling Stock Procurements.* The Recipient will comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) *Transactions Prohibited.*

(i) The Recipient agrees that, prior to entering into any Third-Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third-Party Participant a certification that the Third-Party Participant—

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

(ii) If the prospective Third-Party Participant cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third-party Agreement with the Third-Party Participant without FTA's written approval.

(2) *Flow-Down.* The Recipient agrees to require all Third-Party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

NOTIFICATION OF FRAUD, WASTE, ABUSE OR MISCONDUCT TO THE U.S. DOT INSPECTOR GENERAL

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) *Additional Notice to U.S. DOT Inspector General.* 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, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

PATENT RIGHTS AND INVENTIONS DEVELOPED UNDER FEDERALLY ASSISTED AGREEMENTS

(a) *General.* The Recipient agrees that:

(1) Depending on the nature of the Underlying Agreement, 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 with federal assistance provided through the Underlying Agreement; or

(3) When a patent is issued or patented information becomes available as described in the preceding section 17(a)(2) of this Master Agreement, the Recipient will notify FTA immediately and 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 assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and

(2) Unless the Federal Government determines otherwise in writing, irrespective of 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 35 U.S.C. § 200, et seq., and 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 CFR Part 401.

(c) *License Fees and Royalties.* Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with applicable federal requirements.

PROCUREMENT OF RECOVERED MATERIALS

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROHIBITION ON COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR

SERVICES

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain ;or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232, section 889 for additional information. See also § 200.471.

REMEDIES FOR BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall

be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

SEAT BELT USE

Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

(2) Including a "Seat Belt Use" provision in each third-party agreement related to the Award.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

(a) *Types of Information.* To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and

(3) The amount of federal assistance FTA has provided for a State Program or Project.

(b) *Documents.* The State agrees to provide the information required under this provision in the following documents:

(1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

TERMINATION CLAUSES

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services

performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the 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 the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion, may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the

Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

Trafficking in Persons.(1) *Legal Authorities.* The Recipient agrees to comply and assures the compliance of each Subrecipient, with federal requirements and guidance, including:

(i) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); and

(ii) The terms of this section 4(f), which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction

(2) *Definitions.* The Recipient agrees that for purposes of this section 4(f):

(i) *Employee* means either an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third-party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient's Underlying Agreement.

(ii) *Forced labor* means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) *Private entity* means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR § 175.25(b).

(iv) *Severe forms of trafficking in persons* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(v) *Commercial sex act* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) *Coercion* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(3) *Provisions Applicable to All Recipients.* The Recipient agrees to, and assures that its Subrecipients will:

(i) *Provide Information.* Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in section 4(f)(4) of this Master Agreement; and

(ii) *Subagreement Provision.* Include the following provision in any subagreement it enters into with a private entity as defined above in section 4(f)(2)(iii) of this Master Agreement: *XXX agrees that it and its employees that participate in the Recipient's Award, may not: Engage in severe*

forms of trafficking in persons during the period of time that the Recipient's Award is in effect, Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

(4) *Provisions Applicable to a Private Entity Recipient.* If the Recipient is a private entity, it agrees that:

(i) *Prohibitions.* It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:

(A) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect;

(B) Procure a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or

(C) Use forced labor in the performance of the Recipient's Underlying Agreement or subagreements.

(ii) *Termination of Federal Assistance.* Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, provide FTA the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government, if FTA determines that the private entity Recipient or its Subrecipient:

(A) Has violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement; or

(B) Has an employee whose conduct is determined to have violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement because that employee's conduct is either:

a. Associated with the performance of the Recipient's Underlying Agreement; or

b. Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:

i. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; or

ii. U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180.

(5) *Provisions Applicable to a Recipient That is Not a Private Entity.* A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, provides FTA the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, for a violation of that Act if FTA determines that:

(i) A private entity that is the Subrecipient of the Recipient is determined to have engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's Underlying Agreement or subagreements thereunder; or

(ii) An employee of a private entity that is the Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's Underlying Agreement or subagreements thereunder, and whose conduct described above is associated with the performance of the Recipient's Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance,

"Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200.

(6) *Remedies Other Than Termination of Federal Assistance.* The Recipient agrees that FTA's right to terminate federal assistance as provided in the TVPA and in sections 4(f)(4)(ii) and 4(f)(5) are in addition to all other remedies for noncompliance available to the Federal Government under this Master Agreement.

VETERANS EMPLOYMENT PREFERENCE

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.



NOTICE OF NONDISCRIMINATION

Revised 09-28-11

The Eureka Springs Transit System (ESTS) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ESTS does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the FMCSA Title VI Program), or disability in the admission, access to and treatment in ESTS's programs and activities, as well as ESTS's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ESTS's nondiscrimination policies may be directed to Civil Rights Officer Kenneth "Smitty" Smith (ADA/504/Title VI Coordinator), 137 W Van Buren, Eureka Springs, AR 72632, (479) 253-9572, (Voice/TTY 711), or the following email address: smitty@eurekaspringsAR.gov

Free language assistance may be available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape, and in Braille.