

**ATTACHMENT 5c**  
**FTA GRANT CONTRACT PROVISIONS**  
**(PROCUREMENT OF MATERIALS AND SUPPLIES)**

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

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

**2. NON LIABILITY OF FEDERAL GOVERNMENT**

- A. CONTRACTOR acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and will not be subject to any obligations or liabilities to CONTRACTOR, or any other party, (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- B. CONTRACTOR must include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

**3. FALSE STATEMENTS**

- A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.
- B. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. CONTRACTOR must include the above clauses in each subcontract under this Contract.

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

- A. Be made in conformance with the Scope of Work and all other provisions of the Contract;
- B. Be necessary in order to accomplish the Contract;
- C. Be reasonable in an amount for the goods or services purchased;
- D. Be actual net cost to CONTRACTOR (i.e., the price paid minus any refunds, rebates, or other items of value received by CONTRACTOR that have the effect of reducing the cost actually incurred);
- E. Be incurred (and be for work performed) after the effective date of the Contract or Change Order unless specific authorization from the SacRT to the contrary is received;
- F. Unless permitted otherwise by Federal statute or regulation, conform with FTA guidelines and regulations (2 C.F.R. Part 1201, Federal cost principles (48 C.F.R. Part 31), and the Office of Management and Budget Super Circular (2 C.F.R. Part 200), as applicable;
- G. Be satisfactorily documented;
- H. Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by SacRT; and

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

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

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

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

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

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

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

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

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

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

- A. In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, and 49 U.S.C. Section 5332, and Federal transit laws at 49 U.S.C. Section 5332, comply with all applicable equal employment opportunity requirements of US Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.* (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect future activities undertaken in the course of the Contract.
- B. Take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, national origin, sex, age or disability. Such action may include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, CONTRACTOR must comply with any implementing requirements FTA may issue.

- C. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, refrain from discrimination against present and prospective employees for reason of age. In addition, comply with any implementing requirements FTA may issue.
- D. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, comply with the requirements of U.S. Equal Employment Opportunity Commission "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, comply with any implementing requirements FTA may issue.

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

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

- A. Title I of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Section 12101 et seq.;
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794;
- C. Section 16 of the Federal Transit Act, as amended, 49 U.S.C. Section 5301 (d);
- D. U.S. DOT regulations, "Transportation for Individuals with Disabilities," 49 C.F.R. Parts 27, 37 and 38, "ADA Accessibility Specification for Transportation Vehicles" 36 C.F.R. Part 1192;
- E. U.S. Architectural and Transportation Barriers Compliance, "ADA Accessibility Guidelines for Buildings and Facilities," (ADAAG);
- F. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- G. U.S. DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- H. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- I. U.S. Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630.
- J. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.
- K. Joint Architectural and Transportation Barrier Compliance Board (ATBCB) DOT Regulations, "Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38.

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

**11. COMPLIANCE WITH ENVIRONMENTAL STANDARDS.**

- A. CONTRACTOR must comply with the provisions of Section 306 of the Clean Air Act, as amended, 42 U.S.C. Section 7414, and other applicable requirements of the Clean Air Act, as amended, 42 U.S.C. Sections 7401 through 7671q.; Section 508 of the Clean Water Act, as amended, 33 U.S.C. Sections 1251 through 1377; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 et seq.; and all applicable regulations, standards, orders or requirements issued pursuant to these Federal statutes.
- B. CONTRACTOR must report each violation to SacRT and understands and agrees that SacRT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- C. CONTRACTOR must also include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

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

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

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

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

- A. The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term "subject data" includes any work developed under this Contract, irrespective of whether or not a copyright has been obtained; and any rights of copyright to which CONTRACTOR or SacRT purchases ownership with Federal funding assistance. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to administration of the Contract.
- B. The following restrictions apply to all "subject data" first produced in the performance of this Contract:
  1. Except for its own internal use, SacRT and CONTRACTOR may not publish or reproduce the subject data in whole or in part, or in any manner or form, nor may SacRT or CONTRACTOR authorize others to do so, without the written consent of the Federal Government and until such time as the Federal Government may have either released or approved the release of the data to the public. This restriction on publication, however, does not apply to contracts with institutions of higher learning.
  2. As authorized by 49 C.F.R. Section 18.34 and 49 C.F.R. Section 19.36, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the subject data for Federal Government purposes. "For Federal Government purposes" means use only for the direct purposes of the Federal Government.
- C. If the Contract is for a planning, research, development or a demonstration project, CONTRACTOR agrees that, in addition to the rights in data and copyrights set forth herein, the Federal Government may make available to any recipient or subrecipient of FTA funds, or to any third party contractor or subcontractor either the Federal Government's license in the copyright to or a copy of the subject data. In the event that the Contract is not completed, for any reason whatsoever, all data developed under the Contract will become subject data as defined in this Section and will be delivered as the Federal Government may direct. This provision does not apply to adaptations of automatic data processing equipment or programs for SacRT's use that are capital projects.
- D. If the data developed under the terms of this contract is subject either directly or indirectly to U.S. Export Control regulations, CONTRACTOR must not export the data to any countries or any foreign persons, without first obtaining the necessary Federal license or licenses and complying with any applicable U.S. Export Control regulations.

- E. Nothing contained herein will imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- F. The requirements of this Section do not apply to material furnished by SacRT and incorporated into the work carried out under the Contract provided that SacRT identifies the incorporated material at the time of delivery of the work.

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

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

- A. To use privately-owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph A above to SacRT (through CONTRACTOR in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the Contract.
- C. To insert the substance of the provisions of this clause in all subcontracts that may involve transport of equipment, material or commodities by ocean vessel issued pursuant to the Contract.

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

**20. LOBBYING RESTRICTIONS.**

- A. **CONTRACTS UNDER \$100,000.** CONTRACTOR may not use any funds under this Contract to support activities designed to influence Congress or any State Legislature on legislation or appropriation as prohibited by U.S. DOT regulations "New Restrictions on Lobbying" at 49 C.F.R. Part 20.100, as modified by 31 U.S.C. Section 1352. CONTRACTOR must ensure that each subcontractor performing work pursuant to the terms of this Contract complies with the lobbying restrictions contained in 49 C.F.R. Part 20.100. Nothing in this Article will be construed to prohibit a CONTRACTOR or subcontractor from lobbying Congress or any State legislature using CONTRACTOR's own funds rather than the revenues received under this Contract.
- B. **CONTRACTS OVER \$100,000.** CONTRACTOR may not use any funds under this Contract to support activities designed to influence Congress or employee of any federal agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress or a State Legislature in connection with any appropriation or legislation and must comply with the provisions of the U.S. DOT's regulations, "New Restrictions on Lobbying" at 49 C.F.R. Part 20, as modified by 31 U.S.C. Section 1352. CONTRACTOR must execute the attached "Certification Regarding Lobbying" and submit a copy to SacRT upon execution of this Contract. CONTRACTOR must ensure that each subcontractor performing work pursuant to the terms of this Contract complies with the lobbying restrictions contained in the provisions cited herein above and ensure that the language contained in the "Certification Regarding Lobbying" is included in all contracts with all of its subcontractor performing work under this Contract in amount of \$100,000 or greater.

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

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

- A. CONTRACTOR's attention is directed to the Buy America requirement set forth in 49 U.S.C. Section 5323(j), FTA regulations at 49 C.F.R. Part 661, and any guidance issued by FTA. CONTRACTOR must comply with 49 U.S.C. Section 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless FTA has granted a waiver or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. Section 661.7. Separate requirements for rolling stock are set out at Section 5323(j)(2)(C) and 49 C.F.R. Section 661.11. Rolling stock not subject to a general waiver must have a **70%** domestic content (components and subcomponents) and final assembly must occur in the United States. The appropriate Buy America certification must be submitted to the FTA recipient as set out in the bid documents with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.
- B. A bidder or offeror who has submitted an incomplete Buy America certificate or an incorrect certificate of noncompliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and noncompliance, or failure to submit a certification), may submit to the FTA Chief Counsel within 10 days of bid opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 U.S.C. 1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The bidder or offeror will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The bidder or offeror will simultaneously send a copy of this information to the FTA grantee.

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

- A. Buy America Requirements: CONTRACTOR must complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder certifies compliance with Buy America, it must submit documentation that lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- B. Solicitation Specification Requirements: CONTRACTOR must submit evidence that it will be capable of meeting the bid specifications.
- C. Federal Motor Vehicle Safety Standards (FMVSS): CONTRACTOR must submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

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

- A. A manufacturer of a new bus model or a bus produced with a major change in components or configuration must provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient that will be prior to the recipient's final acceptance of the first vehicle.
- B. A manufacturer who releases a report under paragraph A above must provide notice to the operator of the testing facility that the report is available to the public.
- C. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer must provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

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

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

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

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

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

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

**30. SUBCONTRACTOR FLOW DOWN.** CONTRACTOR must include and must require all of its contractors and subcontractors at any tier to include all of the clauses in this Attachment 5c in any contract or subcontract of any tier related to the performance of this Contract.