

STANDARD FEDERAL REQUIREMENTS
(Updated 06/12/2018)

I. Notice of Federal Requirements. **(APPLICABLE TO ALL CONTRACTS >\$3,500)**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed herein, as they may be amended or promulgated from time to time during the term of this contract, unless the Federal Government determines otherwise. The Contractor's failure to so comply shall constitute a material breach of this contract. 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 any LANTA requests, which would cause LANTA to be in violation of the FTA terms and conditions.

II. No Federal Government Obligations to Third Parties **(APPLICABLE TO ALL CONTRACTS >\$3,500)**

As a Federal Transit Administration (FTA) grantee, the Lehigh and Northampton Transportation Authority (LANTA), a Municipal Authority of the Commonwealth of Pennsylvania and County of Lehigh is required to inform the Contractor of the following information:

- A. The Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, sub-agreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including the third-party Contractor.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. False or Fraudulent Statements or Claims **(APPLICABLE TO ALL CONTRACTS >\$3,500)**

As an FTA grantee, LANTA is required to inform the Contractor of the following information:

- A. The Contractor and its subcontractors acknowledge that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801, *et seq.*, and U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 C.F.R., Part 31, apply to its actions pertaining to this contract. Accordingly, by signing the contract, the 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 or the FTA assisted project for which this contract work is being performed.
- B. In addition to other penalties that may be applicable, the 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, as amended, on the Contractor or its subcontractors to the extent the federal government deems appropriate.

IV. Reporting, Record Retention, Access (**APPLICABLE TO ALL CONTRACTS >\$3,500**)

- A. Reports. At a minimum, the Contractor agrees to provide LANTA and FTA those reports required by U.S. DOT's grant management rules and any other reports LANTA or the Federal Government may require.
- B. Record Retention. The Contractor shall, during the course of the project and for three years thereafter, maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the project as LANTA or the federal government may require for the project.
- C. Access to Records. Upon request, the Contractor shall permit the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the successful bidder and its contractors pertaining to the project. In accordance with 49 U.S.C. § 5325(a), the successful bidder shall require each third-party contractor whose contract award is not based on competitive bidding procedures as defined by the Secretary of Transportation to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third-party contract and to audit the books, records, and accounts involving that third-party contract as it affects the Project.

V. Federal Changes (**APPLICABLE TO ALL CONTRACTS >\$3,500**)

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (24) dated October 1, 2017) between Purchaser 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 shall constitute a material breach of this contract.

VI. Prohibited Interests (**APPLICABLE TO ALL CONTRACTS >\$3,500**)

- A. As an FTA grantee, LANTA is required to inform the Contractor of the following information:
- B. No, member, officer, or employee of a local public body, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No member of or delegate to the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

VII. Incorporation of Federal Transit Administration (FTA) Terms (**APPLICABLE TO ALL CONTRACTS >\$3,500**)

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. 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 any LANTA requests, which would cause LANTA to be in violation of the FTA terms and conditions.

VIII. Debarment and Suspension (***APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING \$25,000***)

As an FTA grantee, LANTA is required to inform the Contractor of the following information:

1. This contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Contractor is required to verify that the Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are not excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.
2. **The Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.**
3. By signing and submitting its bid or proposal, the Contractor certifies as follows:
4. The certification in this clause is a material representation of fact relied upon by LANTA. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to LANTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

IX. Restrictions on Lobbying (***APPLICABLE TO ALL CONTRACTS EXCEEDING \$100,000***)

- A. LANTA and Contractor shall not use federal assistance funds to support lobbying.
- B. In accordance with 31 U.S.C. §1352 and U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, if the Project exceeds \$100,000, FTA will not make any federal assistance available to the Contractor until FTA has: (a) received the Contractor's certification that the Contractor has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement, or any other federal award from which funding for the project is originally derived, consistent with 31 U.S.C. §1352, and (b) if applicable, the Contractor's statement disclosing any lobbying with nonfederal funds that has taken place in connection with obtaining any federal financing ultimately supporting the project.
- C. The Contractor agrees to provide LANTA a copy of each lobbying disclosure statement with the accompanying lobbying certification provided by a prospective third-party contractor at any tier or subrecipient at any tier. The form is included in this package for your use.

X. FTA Protest Requirements (**APPLICABLE TO ALL CONTRACTS >\$3,500**)

As an FTA grantee, LANTA is required to inform the Contractor of the following information:

- A. Duty to Exhaust Local Procedures. Once the Contractor exhausts LANTA's protest procedures, as described in applicable LANTA Board Policies, the Contractor may request review from the FTA.
- B. FTA Review of Protests
1. The FTA will only review protests regarding the alleged failure of LANTA to have written protest procedures or the LANTA's alleged failure to follow such procedures.
 2. Alleged violations on other grounds are under the jurisdiction of appropriate state or local administrative or judicial authorities.
 3. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation. See Buy America Requirements, 49 C.F.R. Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 C.F.R. Section 23.73.
 4. The FTA will only review protests submitted by an interested party, as defined below.
- C. Remedy The FTA's remedy for a grantee's failure to have written protest procedures, or failure to follow such procedures, is limited to requiring the grantee to develop such procedures in reviewing the protest at issue, if the grantee desires the FTA's financial participation in the contract in question. In instances where a grantee has awarded to another bidder or offeror prior to the FTA's decision on the protest, the FTA may refuse to participate in funding the contract.
- D. Definitions For the purposes of this section, the following definitions apply:
1. Days – refers to working days of the federal government.
 2. File or Submit – refers to the date of receipt by the FTA.
 3. Interested Party – means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract.
 4. Bid – include the term “offer” or “proposal” as used in the context of negotiated procurements.
- E. Time for Filing.
1. Protestors shall file a protest with the FTA no later than five days after a final decision is rendered under the grantee's protest procedure. In instances where the protestor alleges that the grantee failed to make a final determination on the protest, protestors shall file a protest with the FTA no later than five days after the protestor knew, or should have known, of the grantee's failure to render a final determination on the protest.
 2. LANTA shall not award a contract for five days following the decision on a bid protest, except in accordance with the provisions and limitations of subparagraph h. After five days, the grantee shall confirm with the FTA that it has not received

F. Submission of Protest to FTA.

1. Protests should be filed with the appropriate FTA regional office with a concurrent copy to the grantee.
2. The protest filed with the FTA shall include the name and address of the protestor; identify the grantee, project number, and the number of the contract solicitation; and contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures, or the alleged failure to have procedures and be fully supported to the extent possible. A copy of the local protest filed with the grantee and a copy of the grantee's decision should be included, if any.

G. LANTA Response.

1. The FTA shall notify LANTA in a timely manner of the receipt of a protest. The FTA shall instruct LANTA to notify the contractor of the protest if award has been made, or, if no award has been made, to notify all interested parties. The grantee shall notify all who receive such notice that they may communicate further directly with the FTA.
2. LANTA shall submit the following information no later than ten days after receipt of notification by the FTA of the protest: a copy of the grantee's protest procedure; a description of the process followed concerning the protestor's protest; and any supporting documentation.
3. LANTA shall provide the protestor with a copy of the above submission.

H. Protestor Comments. The protestor must submit any comments on the grantee's submission no later than ten (10) days after the protestor's receipt of the grantee's submission.

I. Withholding of Award

1. When a protest has been filed in a timely manner with the grantee before award, the grantee shall not make an award prior to five days after the resolution of the protest, or if a protest has been filed with the FTA, during the pendency of that protest, unless the grantee determines that the items to be procured are urgently required; delivery or performance will be unduly delayed by failure to make the award promptly; or failure to make prompt award will otherwise cause undue harm to the grantee or the federal government.
2. In the event that the grantee determines that the award is to be made during the five-day period following the local protest decision, or the pendency of a protest, the grantee shall notify the FTA prior to making such award. The FTA will not review the sufficiency of the grantee's determination to award during the pendency of a protest prior to the FTA's bid protest decision. The FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

J. FTA Action. Upon receipt of the submissions, the FTA will either request further information or a conference among the parties, or will render a decision on the protest.

XI. Fly America Requirements (**APPLICABLE TO ALL CONTRACT, FOR WHICH PROPERTY OR PERSONS ARE TRANSPORTED BY AIR BETWEEN THE U.S. AND FOREIGN DESTINATIONS OR BETWEEN FOREIGN DESTINATIONS.**)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide 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. The Contractor shall submit, if a foreign air carrier was used, 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 shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

XII. Cargo Preference (**APPLICABLE TO ALL PROCUREMENTS INVOLVING EQUIPMENT, MATERIALS, OR COMMODITIES, WHICH MAY BE TRANSPORTED BY OCEAN VESSELS**)

46 U.S.C. 1241(b)(1) and 46 C.F.R. Part 381 which imposes U.S. cargo preference requirements on the shipment of foreign made goods shall apply to this procurement.

- A. The Contractor shall utilize privately owned United States-flagged commercial vessels to ship at least 50 percent of the gross tonnage (competed 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-flagged commercial vessels.
- B. The Contractor shall furnish 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 United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (A) above to 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, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.
- C. The Contractor shall insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

XIII. National Intelligent Transportation System Architecture and Standards (ITS) (**APPLICABLE TO ALL CONTRACTS >\$3,500 AND INVOLVING ITS PROJECTS**)

The Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

XIV. Safe Operation of Motor Vehicles (**APPLICABLE TO ALL CONTRACTS >\$3,500**)

- A. Texting While Driving and Distracted Driving. Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10 "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.
- B. Use of Seat Belts (23 U.S.C. §402, Executive Order 13043). Pursuant to Executive order No. 13043 and in accordance with 23 U.S.C. §402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policy and program for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in all subcontracts entered into under this Contract.

XV. Buy America. (**APPLICABLE TO SERVICES, CONSTRUCTION, AND ACQUISITION OF GOODS OR ROLLING STOCK PROCUREMENTS EXCEEDING \$150,000**)

As an FTA grantee, LANTA is required to inform the Contractor of the following information:

- A. The bidder's attention is directed to the "Buy America" requirements set forth in Section 165 of the federal Surface Transportation Act of 1982, and the FTA regulations implementing Section 165 (49 C.F.R., Part 661). Information on "Buy America" requirements (49 C.F.R., Part 661) is available for review at the LANTA office.
- B. Any steel or manufactured product used in projects supported by FTA funds must be produced in the United States unless the Secretary of Transportation determines that one of the following exceptions applies:
 - 1. Applying this provision would be inconsistent with the public interest.
 - 2. The materials and products required for a project are not produced in the United States either in sufficient quantity or not of the quality required for this project.
 - 3. Including domestically produced material will increase the cost of the contract by more than 25 percent.
 - 4. Note: In calculating the cost of components under the terms of these provisions, labor costs involved in the final assembly are not to be included.
 - 5. Where an FTA grantee is purchasing buses or other rolling stock (including train control, communication, and traction power equipment), the cost of components produced in the United States is more than 60 percent of the cost of all the components of the rolling stock or equipment, and final assembly of the stock or equipment has taken place in the United States.
 - 6. In reference to exception C above, FTA requires that the bid for nondomestic items must be adjusted by the appropriate differential (10 or 25 percent) and then the adjusted overall bid

prices compared to determine if the inclusion of domestic materials will increase the "overall project contract." When both "rolling stock" and "non-rolling stock" are being procured in a single contract, the appropriate differentials will be applied to the different items only and not to the overall bid price.

7. Thus, the foreign purchased components of the individual bid items will be adjusted upward for purposes of determining Buy America compliance only, by 10 percent for rolling stock and 25 percent for non-rolling stock, thereby increasing the Contractor's cost proposal item by the adjusted amount, thereby adjusting the overall total bid price.
8. The revised bid amount will be the basis for determining the lowest bidder.
9. Within five days of written notification, the bidder shall provide the necessary information to substantiate the cost of nondomestic items and the factual basis for the claim of exception to the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 C.F.R., part 661.
10. The Buy America Certificate included in the Contract Documents, Alternative 'A' or 'B,' must be completed and submitted with the bid. A bid which does not include either Alternative 'A' or 'B' or which includes both Alternative 'A' and Alternative 'B' may be considered nonresponsive.
11. The Contractor may seek a waiver from the Buy America provision if grounds for the waiver exist. Inclusion of the Alternative 'B' certificate in a bid constitutes an application by the bidder for an exception to the Buy America requirement applicable to this type of contract. If a bid includes the Alternative 'B' certificate and the FTA, does not grant an exception, the bid will be considered nonresponsive.

XIII. Energy Efficiency (**APPLICABLE TO ALL CONTRACTS EXCEEDING \$3,500**)

As an FTA grantee, LANTA is required to inform the Contractor of the following information:

The successful bidder agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.* and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

XIV. Recycled Products Requirements (**APPLICABLE TO ALL CONTRACTS INVOLVING ITEMS DESIGNATED BY THE EPA, WHERE THE PROCURING AGENCY PURCHASES \$10,000 OR MORE OF ONE OF THESE ITEMS IN A FISCAL YEAR, OR WHEN THE COST OF SUCH ITEMS PURCHASED DURING THE PREVIOUS FISCAL YEAR WAS \$10,000**)

- A. Recovered Materials. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

XV. Clean Air (**APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING \$150,000**)

- A. The successful bidder shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Specifically:
1. The successful bidder shall comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, the successful bidder shall implement each air quality mitigation and control measure incorporated in the Project. The successful bidder agrees that any Project identified in a State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project described in the SIP.
 2. U.S. EPA also imposes requirements implementing the Clean Air Act, as amended that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the successful bidder should be aware that the following U.S. EPA regulations, among others may apply to its projects: "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.
- B. The successful bidder agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a third-party contractor, subrecipient, or itself to FTA and the appropriate U.S. EPA Regional Office.

XVI. Clean Water (**APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING \$150,000**)

- A. The successful bidder shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*
- B. The successful bidder agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a third-party contractor (at any tier), subcontractor (at any tier), or itself to FTA and the appropriate U.S. EPA Regional Office.

XVII. Equal Employment Opportunity (EEO) (APPLICABLE TO ALL CONTRACTS >\$3,500)

- A. Federal Requirements and Guidance. The successful bidder / contractor agrees to, and assures that each subcontractor will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
1. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
 2. Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note.), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
 3. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,
 4. FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and
 5. Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,
- B. Specifics. The successful bidder / contractor will:
1. Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination based on their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,
 2. Affirmative Action. Take affirmative action that includes, but is not limited to:
 - a. Recruitment advertising, recruitment, and employment,
 - b. Rates of pay and other forms of compensation,
 - c. Selection for training, including apprenticeship, and upgrading, and
 - d. Transfers, demotions, layoffs, and terminations, but
 3. Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and
- C. Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
1. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
 2. Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

XVIII. Title VI Civil Rights Act of 1964 (**APPLICABLE TO ALL CONTRACTS > \$3,500**)

During the performance of this contract, the successful bidder or Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. Compliance with Regulations. The Contractor and any Subcontractors shall comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; 49 U.S.C. § 5332 and DOT Regulations, "Non-Discrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, or age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- D. Information and Reports. The Contractor shall provide all information and reports required by the regulations or directive issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to LANTA or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of Contractor's noncompliance with nondiscrimination provisions of this contract, LANTA shall impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - 2. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. The Contractor shall include the provisions of sections A through E of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as LANTA or

FTA may direct as a means of enforcing such provisions including sanctions for noncompliance provided; however, in the event a Contractor becomes involved, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request LANTA to enter into such litigation to protect the interests of LANTA, and in addition, the Contractor may request the United States to enter into such litigation to protect the United States' interests.

XIX. **ADA Access (APPLICABLE TO ALL CONTRACTS OVER \$3,500 FOR ARCHITECTURAL & ENGINEERING, OPERATIONS/MANAGEMENT, ROLLING STOCK PURCHASES AND CONSTRUCTION CONTRACTS)**

Contractor shall comply with 49 U.S.C. §5301(d); all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; The American Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq.*; The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*; and all applicable requirements of the following regulations and any subsequent amendments thereto:

A. Federal laws, including:

1. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities,
2. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities:
3. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
4. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
5. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

B. Federal regulations and guidance, including:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. TBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
4. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
6. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
7. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F and

8. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;
9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
10. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance";
11. Other applicable federal civil rights and nondiscrimination regulations and guidance, and
12. Any implementing requirements FTA may issue.

XX. Disadvantaged Business Enterprise. (**APPLICABLE TO CONTRACTS OVER \$3,500 AWARDED ON THE BASIS OF A BID/PROPOSAL OFFERING TO USE DBE'S**)

To the extent authorized by applicable federal laws, regulations, or requirements, the successful bidder / Contractor 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:

- A. Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have the equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.
- B. DBE Obligation. LANTA and its contractors agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, LANTA and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have maximum opportunity to compete for and perform contracts. LANTA and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts assisted by the Department of Transportation.

XXI. ADA Provision. (**APPLICABLE TO ALL CONTRACTS >\$3,500**)

During the term of this agreement, the successful bidder / contractor agrees as follows:

- A. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 *et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by LANTA through contracts with contractors.
- B. The contractor shall be responsible for and agrees to indemnify and hold harmless LANTA from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of the above paragraph.

XXII. Employee Protections

- A. Construction Activities. For construction activities exceeding \$2,000 performed in connection with the project, the successful bidder shall comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Underlying Agreement, including:

1. Davis-Bacon Act, as amended

(APPLICABLE TO CONSTRUCTION CONTRACTS EXCEEDING \$2,000)

- a. The successful bidder shall comply and assure compliance with the requirements of 49 U.S.C. § 5333(a), the Davis-Bacon Act, 40 U.S.C. §§ 276a through 276a(7), and implementing U.S. Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Standards Act)," 29 C.F.R. Part 5. In addition to other requirements that may apply:
- b. The successful bidder shall pay wages to laborers and mechanics performing third party contract work at a rate not less than the minimum wages specified in a wage determination issued by the U.S. Secretary of Labor and not less frequently than once a week. LANTA agrees to furnish the bidder a copy of the current prevailing wage determination issued by the U.S. DOL for third-party contract work under the project upon request, and agrees to refrain from awarding any affected third-party contract until the third-party contractor agrees to the required wage determination.
- c. LANTA shall report to FTA every suspected or reported violation of the Davis-Bacon Act or its federal implementing regulations.

2. Contract Work Hours and Safety Standards Act, as amended

(APPLICABLE TO CONSTRUCTION CONTRACTS EXCEEDING \$100,000)

The successful bidder shall comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333; and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- a. In accordance with section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the successful bidder shall assure that, for the project the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker shall be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The successful bidder shall ensure that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions

Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the contract Work Hours and Safety Standards Act," 29 C.F.R. Part 5.

- b. In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the successful bidder shall assure that no laborer or mechanic working on a construction contract shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926,
- c. The requirements of this Subsection do not apply to third-party contracts for the purchase of supplies, materials, or articles ordinarily available on the open market.

3. Copeland "Anti-Kickback" Act, as amended
(APPLICABLE TO CONSTRUCTION CONTRACTS)

- a. The successful bidder shall comply as applicable with the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C. § 276c, and U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3. In addition to other requirements that may apply:
 - i. The successful bidder will not induce, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which that employee is otherwise entitled.
 - ii. The successful bidder shall comply with 40 U.S.C. §3145 and each week furnish a statement on the wages paid each employee during the prior week.
(APPLICABLE TO CONSTRUCTION CONTRACTS EXCEEDING \$2,000)
 - iii. LANTA shall report every suspected or reported violation of the Copeland "Anti-Kickback" Act or its federal implementing regulations to FTA.

B. Activities Not Involving Construction.
(APPLICABLE TO NON-CONSTRUCTION CONTRACTS EXCEEDING \$100,000)

For non-construction activities exceeding \$100,000 performed in connection with the project, the successful bidder shall comply with the following employee protection requirements:

- 1. In accordance with Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §3702 and other relevant part of that Act, 40 U.S.C. §3701 *et seq.*, the successful bidder shall assure that, for the project, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The successful bidder agrees that determinations pertaining to these requirements will be made in accordance with the applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also

Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act), " 29 C.F.R. Part 5.

2. The requirements of this Subsection do not apply to third-party contracts for the purchase of supplies, materials, or articles ordinary available on the open market.

C. State and Local Government Employees. The successful bidder shall ensure that the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. §§ 206 and 207, apply to employees performing work involving commerce, including such state and local government employees as public transit authority employees, participating in the project. Consequently, each participant that is a state or local government agrees to comply with the Fair Labor Standards Act's minimum wage and overtime requirements for employees performing work in connection with the project.

XXIII. Seismic Safety. **(APPLICABLE TO ALL CONSTRUCTION CONTRACTS FOR NEW BUILDINGS OR ADDITIONS TO EXISTING BUILDINGS)**

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

XXIV. Equal Employment Opportunity Requirements for Construction Activities. **(APPLICABLE TO ALL CONSTRUCTION CONTRACTS)**

Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:

- A. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
- B. Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

XXV. Veterans Employment. **(APPLICABLE TO ALL CONSTRUCTION CONTRACTS)**

Contractors working on a federally funded project give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC §2108) who have the requisite skills and abilities to perform the construction work required under the contract. This provision shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member any racial or ethnic minority, female, an individual with a disability, or former employee.

XXIV. **Transit Employee Protective Arrangements (APPLICABLE TO EACH CONTRACT FOR TRANSIT OPERATIONS PERFORMED BY EMPLOYEES OF A CONTRACTOR RECOGNIZED BY FTA TO BE A TRANSIT OPERATOR)**

The successful bidder shall comply with the following requirements applicable to transit operations performed in connection with the project:

- A. **Standard Transit Employee Protective Arrangements** To the extent that transit operations are involved, the successful bidder shall carry out the project in compliance with terms and conditions determined by the Secretary of Labor to be fair and equitable to protect the interests of employees affected by the project and to meet the requirements of 49 U.S.C. § 5333(b), and U.S. guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of transit employee protective arrangements to FTA, the date of which is included in the Grant Agreement or Cooperative Agreement. The successful bidder shall carry out the project in compliance with the conditions stated in that U.S. DOL certification.

That U.S. DOL certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. The requirements of this Subsection, however, do not apply to formula assistance projects for the elderly and persons with disabilities authorized by 49 U.S.C. § 5310(a)(2) or to formula assistance projects for non-urbanized areas authorized by 49 U.S.C. § 5311.

- B. **Transit Employee Protective Arrangements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for the Elderly and Persons with Disabilities.** If the Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for public body subrecipients under the project, the successful bidder shall carry out the project in compliance with the terms and conditions determined by the Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of transit employee protective arrangements to FTA, the date of which is included in the Grant Agreement or Cooperative Agreement. The successful bidder shall carry out the Project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents cited there in are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement.
- C. **Transit Employee Protective Arrangement for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas** The successful bidder shall comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

XXVI. Charter Bus and School Bus Service Requirements (***APPLICABLE ONLY TO OPERATIONAL BUS SERVICE CONTRACTS***)

- A. Charter Service Operations The Contractor agrees to comply with 49 U.S.C. 5323(d) (g), and (r), and FTA regulations, "Charter Service," 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- B. School Bus Operations Pursuant to 49 U.S.C. 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

XXVII. Drug and Alcohol Testing Requirements (***APPLICABLE TO OPERATIONAL BUS & PARATRANSIT SERVICE CONTRACTS***)

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, any Pennsylvania regulation agency, or LANTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 when requested by LANTA and to submit the Management Information System (MIS) reports before March 1st annually to LANTA. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

XXVIII. Privacy Act Requirements **(APPLICABLE TO ALL CONTRACTS)**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by the FTA.

XXIX. Patent and Rights in Data **(APPLICABLE TO ALL CONTRACTS)**

- A. Rights in Data These following requirements apply to each contract involving experimental, developmental or research work:
 - 1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. 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 contract administration.
 - 2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means

use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- i. Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - ii. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part provided by FTA.
- c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- d. Unless prohibited by state law, upon request by the Federal Government, the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- e. Nothing contained in this clause on rights in data shall 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. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Contractor identifies that data in writing at the time of delivery of the contract work.
- g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described 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.
 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- B. Patent Rights The following requirements apply to each contract involving experimental, developmental, or research work:
1. General If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Contractor agrees to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
 2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described 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.
 3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.