



ITB No. BTF270048LJ

**TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON**

**INVITATION TO BID (ITB)
FOR**

RAIL-CERTIFIED CELLULAR ROUTERS, ANTENNAS, AND SUBSCRIPTIONS

1. The Tri-County Metropolitan Transportation District of Oregon (TriMet) invites bids to provide Rail-Certified Cellular Routers, Antennas, and Subscriptions, as described in Section 2 of the ITB document.
2. TriMet will receive bids, via its eProcurement System (TriP\$, powered by Bid Locker) until **11:30 a.m. (Local Time), on October xx, 2026**, at which time bids will be publicly opened and read aloud in a virtual Microsoft Teams meeting. Potential bidders can attend the virtual Microsoft Teams Meeting Bid Opening via this link at: <https://teams.microsoft.com/meet/222080660493247?p=8vw6dvwUyabt1uPltl>, **Meeting ID: 222 080 660 493 247, Passcode: Pn7WJ2ZN**. Potential bidders will be able to enter the bid opening via the link 5-minutes prior to the meeting's start. Access to the bid opening will be closed once the meeting has started.
3. Bidders must be registered on TriP\$ at: <https://bidlocker.us/a/trimet>. In the event solicitation addenda are issued, **only registered Bidders** will be notified of the availability of Addenda for download. **Acknowledgement of Addenda will be required.**
4. All questions regarding this procurement must be directed to Linda L. Joy, Senior Contracts Administrator, via email at joyl@trimet.org.

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON**

By: Linda L. Joy
Senior Contracts Administrator
Procurement & Supply Chain Mgmt.

Issue Date: September 21, 2026

**INVITATION TO BID (ITB)
FOR
RAIL-CERTIFIED CELLULAR ROUTERS, ANTENNAS, AND SUBSCRIPTIONS**

Table of Contents

SECTION 1 – BID FORMS, REQUIREMENTS, AND CONDITIONS	1
1.1 BID FORMS	1
1.2 BID REQUIREMENTS.....	2
1.3 SPECIAL BID CONDITIONS.....	6
SECTION 2 – BACKGROUND, PURPOSE, AND SCOPE OF WORK.....	11
2.1 Background	11
2.2 Purpose.....	11
2.3 Scope of Work.....	11
SECTION 3 – SAMPLE CONTRACT, INCLUDING FEDERAL REQUIREMENTS	14
1.0 CONTRACT ORDER OF PRECEDENCE	14
2.0 FEDERAL REQUIREMENTS (FHWA) (09/26).....	15
3.0 TERM.....	15
4.0 COMPENSATION	15
5.0 SCOPE OF WORK.....	15
6.0 SPECIAL CONTRACT CONDITIONS	17
7.0 GENERAL CONTRACT CONDITIONS	24
8.0 AUTHORITY (06/26)	33
9.0 CERTIFICATE OF OREGON TAX LAW COMPLIANCE (06/26)	33
EXHIBIT A – FEDERAL REQUIREMENTS (FHWA)	
EXHIBIT B – CONTRACTOR’S BID (provided with resulting contract)	
APPENDIX F – SUBCONTRACTOR COMPLIANCE GUIDELINES	

SECTION 1 – BID FORMS, REQUIREMENTS, AND CONDITIONS

1.1 BID FORMS

Under separate file.

All Bid Forms and Bid Price Forms (if any) must be submitted via upload into TriP\$ (powered by Bid Locker); emailed bids directly to TriMet's Contract Administrator is not allowed and will not be accepted. Bid Forms and/or Bid Price Forms (if any) not uploaded into TriP\$ may be deemed non-responsive, and rejected.

1.2 BID REQUIREMENTS

1.2.1 Examination of Bid Documents (06/26)

Bidders shall examine the ITB and associated bid documents and strictly comply with all instructions and provisions contained therein. Failure to do so shall be at the bidder's risk.

1.2.2 Compliance with Tax Laws (06/26)

- A. Each bidder shall certify in writing, under penalty of perjury as provided in ORS 305.385(6), that the Bidder is, to the best of the bidder's knowledge, not in violation of any Oregon tax laws set forth at ORS chapters 118, 314, 316 - 318, 321 and 323; under ORS 320.005-320.150; under ORS 403.200-403.250; and local tax laws administered by the Oregon Department of Revenue under ORS 305.620.
- B. Any bidder that does not make the certification required by Subparagraph A. of this Paragraph shall be deemed to be non-responsive and, pursuant to Oregon law, TriMet shall not enter into a contract with that bidder.

1.2.3 Revisions to the Invitation to Bid (06/26)

- A. TriMet reserves the right to amend the ITB up to the time set for opening the bids. Solicitation addenda shall be electronically posted to (TriP\$, powered by Bid Locker), which can be accessed at <https://bidlocker.us/a/trimet>. Addenda shall be made available to all prospective bidders. If addenda are required, the date set for the opening of bids may be postponed by TriMet to enable bidders to revise their bids. In any event, the bid opening shall be at least seventy-two (72) hours after the posting of the last addendum. If the bid opening is postponed, TriMet will announce the new date for the opening of bids in an addendum.
- B. A bidder may request a change in the ITB by submitting a request, via email, to the Procurement & Supply Chain Mgmt. Department, Attn: Linda L. Joy at joyl@trimet.org. The request shall specify the provision of the ITB in question, and contain an explanation for the requested change. If the requested change is to the Technical Specifications and/or the Scope of Work, the request must be submitted on or before **October 2, 2026 at 11:30 a.m. (Local Time)**. TriMet will not consider requests received after the specified deadline.
- C. TriMet shall evaluate any request submitted, but reserves the right to determine whether to accept the requested change at its sole discretion.
- D. Firms shall not rely on verbal or written representations regarding this ITB unless issued in writing by TriMet's Procurement Department via addendum to this ITB.

1.2.4 Clarification of Bid and Contract Requirements (06/26)

- A. Bidders shall immediately notify TriMet of any ambiguity, error, or omission in the ITB and associated bid documents. A bidder desiring clarification of the meaning of any aspect of the ITB and associated bid documents, shall request the clarification via email. If TriMet determines that a clarification is required, TriMet shall furnish the additional information to all prospective bidders in the form of an addendum to the ITB. Requests for clarification, or reports of errors or omissions, shall be submitted via email to TriMet's Procurement &

Supply Chain Management Department at the email address of the Contract Administrator listed on page 1 of this solicitation document.

- B. Requests for clarification must be received by TriMet's Procurement & Supply Chain Mgmt. department on or before **October 2, 2026 at 11:30 a.m. (Local Time)**. TriMet will not consider requests received after the specified deadline.

1.2.5 Completion of Bid Forms (06/26)

- A. TriMet will not provide assistance with the Bid Forms.
- B. Each bidder shall furnish all information required by the Paragraph entitled "Bid Requirements." Each bid shall bear the bidder's name and address, the signature of a person authorized to bind the bidder, and the title of that person. All documents shall be clearly and distinctly typed or written with ink. No erasures are permitted. Mistakes shall be crossed out and initialed in ink by the person signing the bid. Corrections by interlineation shall be explained in the bid over the signature of the person signing the bid.
- C. Bids shall be made only on the Bid Form provided by TriMet. Bids submitted on any other form may be rejected as nonresponsive. No changes shall be made in the phraseology of the bid forms, and no addition shall be made to the items contained therein. Any additions, limitations, or provisions attached to the bid may render it nonresponsive and cause its rejection.

1.2.6 Bid Price (06/26)

- A. To be the lowest responsive bid, the bid shall meet the requirements contained in this ITB and have the lowest total bid price.
- B. All prices on the Bid and/or Bid Price Form(s) shall be in U.S. dollars.
- C. If required on the Bid and/or Bid Price Form(s), the unit price for each item shall be shown. Prices shall include all costs associated with furnishing and/or installing the item(s) or services as defined in the Payment Schedule and Contract including overhead, profit, packaging, import duties, tariffs, transportation and delivery/shipping charges, insurance unless otherwise furnished by TriMet, and any and all other costs. Unit prices shall be based upon the number of units designated on the Bid and/or Price Form(s). Bids that attempt to modify the units upon which the unit price is based, that attempt to impose a minimum shipment, or that attempt to condition prices bid in any other way will be rejected as non-responsive. A total shall be entered where indicated on the Bid and/or Price Form(s) for each item. In the case of a discrepancy between the unit prices and extended amounts and/or total amount(s), for an item(s), the unit price shall be used and the Total Price recalculated accordingly. The Total Bid Price will be recalculated by TriMet based upon unit prices and shall be the basis for awarding the Contract.
- D. TriMet is **exempt** from Federal Excise and Transportation taxes, and these taxes shall not be included in bid prices.

1.2.7 Late Bids (06/26)

A bid is late if TriMet receives it after the deadline stated in this ITB for delivery of bids. A bid shall be deemed received by TriMet when it has been successfully uploaded to TriP\$. Bids received after the exact date and time set forth in this ITB may be rejected.

1.2.8 Submission of Bids (06/26)

Bidders shall submit bids via TriP\$, at or before the time specified in this ITB. No bids shall be accepted by TriMet after the time specified. TriMet shall not be liable for delays in delivery of bids. TriMet shall keep submitted bids via its TriP\$ unopened until the time fixed for the bid opening. TriMet reserves the right to postpone the bid opening for its own convenience.

1.2.9 Electronic Submission of Bids (06/26)

TriMet will only accept bids transmitted via TriP\$. Bids submitted via any other means, i.e., hand-delivered, by facsimile, etc. will not be accepted.

1.2.10 Procurement Confidentiality (06/26)

Firms are cautioned that until submission of their bid, they may have contact concerning this ITB with only those District representatives, agents, or personnel designated in writing herein. Discussions or communications concerning this ITB with District Project Managers, District employees, its consultants, or members of the TriMet Board of Directors, are strictly prohibited. Any violation of this restriction may result in disqualification of the Firm from further participation in this procurement and from award of any contract or subcontract under this solicitation.

1.2.11 Modification of Bid (06/26)

A bidder may modify its bid via TriP\$ prior to the time scheduled for the opening of bids. The modification shall conform in all respects to the requirements for submission of bids.

1.2.12 Withdrawal of Bid (06/26)

A bidder may withdraw its bid via TriP\$ at any time before the deadline set for receipt of bids. Following withdrawal of its bid, the bidder may submit a new bid, provided that it is received prior to the designated time set for the bid opening. The bidder agrees that after the first bid is opened, its bid constitutes a valid, firm, and binding offer that shall not be withdrawn sooner than **ninety (90) days** after the bid opening.

1.2.13 Administrative Remedies (06/26)

A bidder or offeror may seek administrative remedies under the Bid Protest Procedures of TriMet's Contracting Rules. Copies of TriMet's Bid Protest Procedures are available upon request from TriMet's Procurement & Supply Chain Mgmt. department, attention Linda L. Joy at joyl@trimet.org.

1.2.14 Registration and Representative in Oregon (06/26)

- A. Prior to commencing performance of the Contract, the successful bidder shall register to do business in Oregon, if such registration is required under Oregon law.

- B. Within ten (10) days after TriMet notifies the successful bidder that TriMet has awarded the Contract to the bidder, the successful bidder shall notify TriMet in writing of the name and address of its agent in Oregon who is authorized to accept all legal process on behalf of the successful bidder. The successful bidder shall not change that authorized agent without prior written notice to TriMet.

END OF SECTION 1.2 – BID REQUIREMENTS

1.3 SPECIAL BID CONDITIONS

1.3.1 One Award (06/26)

One contract award is anticipated under this solicitation. Multiple contract awards will not be made.

1.3.2 Materially Unbalanced Bids (06/26)

TriMet reserves the right to reject bids that are materially unbalanced, i.e., that contain unreasonably high unit prices for some items and/or unreasonably low prices for other items.

1.3.3 Detailed Description of Goods/Services (06/26)

Firms are cautioned that the item descriptions on the bid and/or price form(s) are not intended as complete descriptions of the required goods or services to be purchased under this solicitation. Each firm shall consult the Specifications or Statement of Work sections of the solicitation document for complete descriptions of the required goods or services.

1.3.4 Inclusion of Costs in Bid Pricing (06/26)

The bid prices shall include any and all incidental expenses or other incidental costs, including any and all warehousing, shipping, freight (FOB Destination, if applicable), delivery, pick-up, disposal, financing or carrying charges, and all other charges to accommodate the delivery of the goods and/or services requested herein.

1.3.5 Inclusion of Option Pricing in Evaluation of Bids (06/26)

TriMet shall evaluate bids for award purposes by including the total price for the basic requirement together with any option pricing. Optional items shall not necessarily be purchased under this solicitation.

1.3.6 Indefinite Quantities (06/26)

The quantities specified in the bid document are estimates only, used as a basis to determine award of the Contract, and are not purchased hereby.

1.3.7 Responsibility Determination (06/26)

Following bid opening, TriMet may meet with the lowest responsive bidder to ensure that the bidder is capable of meeting the requirements of the contract. The bidder shall be required to demonstrate that it has, or has readily available access to, adequate personnel and/or sufficient equipment necessary to provide the goods or services as outlined in this ITB.

The apparent lowest responsive bidder shall be prepared to submit information required by TriMet within five (5) business days of TriMet's request. Failure by bidder to provide TriMet with any information requested within the timeframe specified may render their bid non-responsive.

1.3.8 Pre-Award Analysis (06/26)

TriMet intends to analyze all bids and bidders to ensure specifications are met and products are authentic prior to contract award. More documentation may be required from the bidders and/or manufacturers of the products to satisfy this analysis, which bidders shall provide within five (5) business days of TriMet's request. Failure by any bidder to provide requested documentation, and within the timeframe stated in this Section, will cause their bid to be rejected.

1.3.9 Board Approval (06/26)

Approval by TriMet's Board of Directors is required at the following thresholds:

- a) \$2,000,000 for personal services contracts; and
- b) \$2,000,000 for goods and ordinary services contracts.

Revenue contracts and other contracts for routine operational expenses and ongoing services may be approved or delegated for approval by TriMet's General Manager.

1.3.10 Minimum Requirements (06/26) – Reserved

1.3.11 Investigation (06/26)

TriMet may investigate issues of responsibility, responsiveness, cost, and price, as necessary, prior to awarding a contract. A bidder's failure to supply information promptly upon request by TriMet pursuant to such an investigation shall be grounds for disqualification and rejection of its bid. If all or part of the information requested by TriMet is of a confidential nature, the bidder may request, in writing, that the designated information be deemed "trade secrets" pursuant to ORS 192.410 through 192.505 [ORS 279B.110].

1.3.12 Substitutions (06/26)

- A. Prior to bid opening, written requests for substitutions of materials, products, or manufacturers, whether specified by reference standards, name, or the words "or approved equal," may be submitted to TriMet. TriMet will consider any properly submitted requests. If TriMet approves the proposed substitution, the approval shall be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.
- B. Bidders shall notify TriMet of any inappropriate brand name, component, or equipment that may be called for in the ITB, and shall propose a suitable substitute for consideration by TriMet.
- C. Requests for substitutions shall be submitted to TriMet's Procurement & Supply Chain Management Department, Attn: Linda L. Joy, by email at joyl@trimet.org. Bidders must use the TriMet ITB Number on all correspondence.
- D. The request for substitution shall be received by TriMet's Procurement Department **before 11:30 a.m. (Local Time) on October 2, 2026**. TriMet **will not** consider requests that are not received in accordance with the applicable time limitation.
- E. Substitution requests must, at a minimum, contain the following information: the name of the proposed substitution; complete technical data, including laboratory tests, if

applicable; a description of the differences between the proposed substitution and the specified item; all applicable product and warranty information from the manufacturer, and information regarding similar projects on which the product was used, including dates of installation; and a statement from the Bidder certifying that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item.

- F. For some items, field testing may require lengthy evaluation to monitor product performance. TriMet may not be able to test and/or approve products of this nature within the solicitation window.

1.3.13 Examination of the Work Site (06/26) – Reserved

1.3.14 Cancellation of ITB (06/26)

TriMet reserves the right to cancel this ITB at any time before execution of the Contract by both parties if cancellation is deemed to be in TriMet's best interest. In no event shall TriMet have any liability for the cancellation of award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

1.3.15 Rejection of Bid (06/26)

TriMet may reject a bid for any of the following reasons:

- A. If the bid is not in substantial compliance with all prescribed public bidding procedures and requirements;
- B. If the bid is conditioned in whole or in part upon the addition, revision, or deletion of any requirement or provision in any part of the ITB;
- C. If the bid is based upon any substitution that has not been approved by TriMet;
- D. If the bidder has not supplied all necessary information in connection with the inquiry concerning responsibility, including but not limited to:
 - If in TriMet's estimation, the bidder does not have adequate financial, material, equipment, facilities, personnel resources, or expertise, or the ability to obtain the resources and expertise, necessary to indicate the capability of the prospective bidder to meet all contractual responsibilities;
 - If the bidder does not have a satisfactory record of performance;
 - If the bidder does not have a satisfactory record of integrity;
 - If the bidder is not qualified legally to contract with TriMet;
 - If the bidder has been disqualified by TriMet under **ORS 279B.130 or 279C.440**;

- E. If a prospective bidder fails to promptly supply information requested by TriMet concerning responsibility, TriMet shall base its responsibility determination upon any available information, or may find the prospective bidder not to be responsible; or
- F. For good cause upon a finding by TriMet that it is in the public interest to reject the bid or all bids.

1.3.16 Procedure When Only One Responsive Bid is Received (06/26)

If only one bid is received, TriMet's Contract Administrator shall conduct a single bidder analysis and contact other contractors that were solicited that did not submit a response. This shall include, but not be limited to, reaching out to the previous contractor for the goods or services if they did not bid as well as any other contractors that submitted responses to bids for similar goods or services in the past. The intent of this single bidder analysis is to determine if the specification or Scope of Work was too restrictive and/or determine if the award should have been or needs to be changed to a sole source, requiring justification. In addition, as a matter of continuing responsiveness to the ITB, the bidder shall submit detailed cost and price data to TriMet, and shall allow TriMet to verify the data. If the bidder certifies in writing that the cost and price data is confidential and privileged, TriMet will not disclose it to any third party except pursuant to a lawful order of a court of competent jurisdiction, or pursuant to the requirements of ORS Chapter 192, Oregon's Public Records law. TriMet will use the cost and price data to determine whether the bid price is fair and reasonable. TriMet will not award the Contract to the bidder if TriMet determines that the bid price is not fair and reasonable.

1.3.17 Equal Bids (06/26)

If two or more responsible bidders submit responsive bids with identical Total Bid Prices, and the price, fitness, availability, and quality of the goods or services offered are otherwise equal, TriMet will award the Contract to the bidder who offers goods or services manufactured or produced in Oregon. If two or more of the tied bidders offer goods or services manufactured or produced in Oregon, the Contract shall be awarded to the bidder with principal offices or headquarters in Oregon. If none of the tied bidders have principal offices or headquarters in Oregon or if two or more bidders do, the Contract shall be awarded by drawing lots or another random selection process determined by TriMet. If none of the tied bidders offer goods or services manufactured or produced in Oregon, the Contract shall be awarded by drawing lots or another random selection process determined by TriMet. The tied bidders shall have the opportunity to be present when the random selection process occurs.

If fitness, availability, and quality of the goods and services offered by the tied bidders are not otherwise equal, the Contract shall be awarded to the bidder determined by TriMet to offer the superior goods or services.

1.3.18 Award of Contract (06/26)

- A. Unless all bids are rejected or this procurement is canceled, the Contract(s) shall be awarded to the lowest responsive and responsible bidder. TriMet may:
 - (1) Hold the bids and accompanying checks or bonds under consideration for a reasonable time until the final award is made;
 - (2) Conduct a pre-award survey of any bidder; or

- (3) Waive any minor informality or irregularity in a bid.
- B. Within five (5) business days after TriMet notifies the successful bidder that TriMet has awarded a contract to the bidder, the successful bidder shall deliver to TriMet all required documents, including, but not limited to, the signed contract (via DocuSign), any required bonds, and any required insurance certificates (via upload into TriP\$). The Contract with the successful bidder shall not be effective until it has been signed by both Contractor and TriMet.
- C. Failure to comply with Item B, above, may result in cancellation of the Notice of Award and forfeiture of any Bid Bond.
- D. The Contract(s) to be awarded by TriMet to the successful bidder(s) shall be based upon TriMet's ITB and the bid(s) submitted by the successful bidder(s). No negotiations shall be permitted, except as provided in this ITB. A sample of the Contract Form that the successful bidder(s) shall be required to sign is included in the ITB. The successful bidder(s) shall not make any additions to, deletions from, or changes in the required Sample Contract Form.

1.3.19 Record of Integrity Disclosure (06/26)

Bidder shall complete and submit the Record of Disclosure Form contained in the Bid Forms package of the solicitation. Bidder shall: a) disclose any pending or final litigation and violations of environmental, health, safety or other laws that are relevant to the bidder's responsibility; and b) require major subcontractors utilized substantially by the bidder to make the same disclosures. The evaluation of a bidder's responsibility shall take into consideration the seriousness of the violations; the dates of the violations; the repetitiousness and/or multiplicity of the violations; the criminal or civil status of the violations; the existence of mitigating circumstances; the corrective actions taken; other relevant information; and the impact or effect of all considerations on the bidder's ability to perform the proposed contract. Failure to complete and submit the Record of Disclosure Form may result in rejection of the bid in accordance with Section 1, paragraph 1.3.16 – Rejection of Bid.

END OF SECTION 1.3 – SPECIAL BID CONDITIONS

SECTION 2 – BACKGROUND, PURPOSE, AND SCOPE OF WORK

2.1 Background

Tri-County Metropolitan Transportation District of Oregon (TriMet) operates public transit services within the Portland, Oregon metropolitan area. Its boundaries are within the Multnomah, Clackamas, and Washington counties, and encompasses approximately 533 square miles. TriMet operates a fleet of approximately 700 active transit buses, 149 light rail vehicles, 6 diesel multiple-unit (DMU) commuter rail vehicles, and 285 support vehicles. TriMet is an Oregon Municipal Corporation created on October 14, 1969 pursuant to Oregon Revised Statutes Chapter 267.

2.2 Purpose

TriMet is soliciting bids from qualified contractors to furnish and deliver Digi TX64-R210 rail-certified cellular routers for installation on its MAX Light Rail Vehicles (LRVs). The routers will support onboard communications and operational systems across multiple vehicle types. The Digi TX64 rail platform is designed for rail transportation environments and includes Digi 360 services and management capabilities.

The resulting contract will also allow for optional purchases of other router and antenna equipment for TriMet's other fleets (fixed-route buses, paratransit, etc.).

2.3 Scope of Work

The contractor shall furnish the following:

- Digi TX64-R210 (or approved equal) routers;
- Digi 360 extension subscription for an additional three (3) years for each router supplied;
- Manufacturer documentation, licensing, and warranty information; and
- Any accessories required for standard operation of the routers as offered by the manufacturer.

2.3.1 Quantities

LRV Fleet Group	Vehicle Count
Type 5	18
Type 4	22
Test Units	4
Total . . .	44

TriMet reserves the right to order additional units pursuant to the prices provided on Bid Form 1.1.1 and the option provisions provided in Section 2.3.2 below.

2.3.2 Optional Quantities/Requirements

TriMet requires the ability to purchase additional routers and antennas during the 5-year contract term.

Bidders shall:

1. Provide pricing for additional routers beyond the initial quantity.
2. Make optional quantities available throughout the 5-year contract term, if those items being ordered by TriMet are still being manufactured (i.e., have not been discontinued).
3. Honor all contract pricing provisions for optional purchases.
4. Keep unit prices for all router models firm/fixed throughout the first contract year.

Note that TriMet makes no guarantee as to the minimum purchase of product above and beyond that of the base order.

2.3.3 Delivery Requirements

The following storeroom is designated as the drop ship location for receiving orders:

- Ruby Junction – 2222 NW Eleven Mile Ave., Gresham, OR 97030

The base order of 44 routers shall be delivered, accepted by TriMet, and invoiced no later than January 31, 2027. Contractor shall have identified “Lead Time” information on Bid Form 1.1.1.

Routine deliveries shall occur between the hours of 7:00 a.m. to 3:00 p.m. on Business Days. Deliveries shall not occur outside of these hours, unless specifically requested or approved by the Project Manager, due to emergency circumstances or in the case of expedited orders.

Business Days are Monday through Friday and exclude Saturday, Sunday, and legal holidays observed by TriMet (New Year’s Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day).

2.3.4 Delivery Delays (06/26)

If the Contractor cannot meet delivery requirements, Contractor shall notify TriMet’s Project Manager immediately. In addition, Contractor shall furnish in writing, the reasons for the delay and the expected delivery date via email to TriMet’s Project Manager.

Extension of time will be granted only if the delay is deemed by TriMet to be unavoidable. A delay may be considered unavoidable if the delay was beyond the reasonable control of the contractor, was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor’s suppliers or their agents. All delayed orders granted an extension of time shall be automatically filled and sent directly as soon as able to do so; TriMet shall not be required to reorder the delayed material/product.

2.3.5 Packing and Labeling (06/26)

To ensure efficient receipt of goods and payments, all packing lists* and invoices must reference the Contract number.

*One packing list shall be provided, either on the inside of the shipping container (box or carton) or on the outside of the shipping container. The unit of measure on the packing list shall agree with the unit of measure as listed on the bid form. On multi-pack shipments, inside packing lists shall be affixed to material and not thrown loose into carton. The packing list (and invoices) shall reflect the Contract number, TriMet's Project Manager's name, and quantity being shipped. Partial deliveries are allowed on individual line items.

On multi-lot shipments, each carton shall be marked "1 of X", "2 of X", etc.

2.3.6 Sustainable Packaging (06/26)

TriMet strongly supports sustainability strategies including strategies to reduce material waste in all shipments into our facilities. To reduce or eliminate the amount of packaging material received, stored and disposed of at our facilities, Contractor is encouraged to ship goods utilizing one of the following methods, in TriMet descending order of preference:

- Ship products in reusable, refillable, or returnable containers. For example, TriMet can receive deliveries in reusable trays or totes, which can be stored and returned to Contractor;
- Minimal packaging material used to protect shipment inside of containers. This includes eliminating or reducing the amount of non-recyclable bubble wrap, foam pellets or other like material;
- Eliminate non-essential parts of packaging, such as individual wrapping of components;
- Use packaging materials made with recycled content.

END OF SECTION 2 – BACKGROUND, PURPOSE, AND SCOPE OF WORK

SECTION 3 – SAMPLE CONTRACT, INCLUDING FEDERAL REQUIREMENTS

****SAMPLE ONLY -- DO NOT INCLUDE WITH BID****



Contract No. BTF270048LJ

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

GOODS AND SERVICES CONTRACT FOR

RAIL-CERTIFIED CELLULAR ROUTERS, ANTENNAS, AND SUBSCRIPTIONS

THIS CONTRACT is by and between Tri-County Metropolitan Transportation District of Oregon ("TriMet"), and [REDACTED] ("Contractor").

WHEREAS, TriMet solicited ITB No. BTF270048LJ for the goods and services and Contractor submitted a bid demonstrating that it is capable of providing the goods and services, under the terms and conditions set forth in this Contract; and

WHEREAS, TriMet has determined that Contractor submitted the lowest responsive and responsible bid for those goods and services;

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth in this Contract, the parties agree as follows:

1.0 CONTRACT ORDER OF PRECEDENCE

Every provision of the documents listed below are incorporated in this Contract by this reference. Any conflict between or among any of the documents listed below shall be resolved in favor of the order of precedence listed below.

- A. Written contract modifications executed by the parties after Contract execution;
- B. This Contract form, including **Exhibit A – Federal Requirements**;
- C. Addenda issued prior to bid opening;
- D. The Special Bid Conditions (Section 1.3 of the ITB) set forth in TriMet's Invitation to Bid for this Contract;
- E. The Bid Requirements (Section 1.2 of the ITB) set forth in TriMet's Invitation to Bid for this Contract; and

F. Contractor's Bid for this Contract.

2.0 FEDERAL REQUIREMENTS (FHWA) (09/26)

This Contract is funded in part under a financial assistance agreement between TriMet and the Federal Highway Administration (FHWA) through its Competitive Grant Program. This Contract is subject to all provisions prescribed for third party contracts by that financial assistance agreement, including, but not necessarily limited to, the provisions in **Exhibit A – Federal Requirements**; attached hereto and made a part of this Contract.

3.0 TERM

Unless terminated sooner under the provisions of this Contract, the term of this Contract shall be from [REDACTED], 2026 through [REDACTED], 2031.

4.0 COMPENSATION

Total contract compensation shall not exceed \$ [REDACTED] during the term of this Contract, payment of which shall be in accordance with Contractor's Bid, attached as **Exhibit B – Contractor's Bid**, and made a part of this Contract.

5.0 SCOPE OF WORK

The contractor shall furnish the following:

- Digi TX64-R210 (or approved equal) routers;
- Digi 360 extension subscription for an additional three (3) years for each router supplied;
- Manufacturer documentation, licensing, and warranty information; and
- Any accessories required for standard operation of the routers as offered by the manufacturer.

5.1 Quantities

LRV Fleet Group	Vehicle Count
Type 5	18
Type 4	22
Test Units	4
Total . . .	44

TriMet reserves the right to order additional units pursuant to the prices provided on Bid Form 1.1.1 and the option provisions provided in Section 2.3.2 below.

5.2 Optional Quantities/Requirements

TriMet requires the ability to purchase additional routers and antennas during the 5-year contract term.

Bidders shall:

1. Provide pricing for additional routers beyond the initial quantity.
2. Make optional quantities available throughout the 5-year contract term, if those items being ordered by TriMet are still being manufactured (i.e., have not been discontinued).
3. Honor all contract pricing provisions for optional purchases.
4. Keep unit prices for all router models firm/fixed throughout the first contract year.

Note that TriMet makes no guarantee as to the minimum purchase of product above and beyond that of the base order.

5.3 Delivery Requirements

The following storeroom is designated as the drop ship location for receiving orders:

- Ruby Junction – 2222 NW Eleven Mile Ave., Gresham, OR 97030

The base order of 44 routers shall be delivered, accepted by TriMet, and invoiced no later than January 31, 2027. Contractor shall have identified “Lead Time” information on Bid Form 1.1.1.

Routine deliveries shall occur between the hours of 7:00 a.m. to 3:00 p.m. on Business Days. Deliveries shall not occur outside of these hours, unless specifically requested or approved by the Project Manager, due to emergency circumstances or in the case of expedited orders.

Business Days are Monday through Friday and exclude Saturday, Sunday, and legal holidays observed by TriMet (New Year’s Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day).

5.4 Delivery Delays (06/26)

If the Contractor cannot meet delivery requirements, Contractor shall notify TriMet’s Project Manager immediately. In addition, Contractor shall furnish in writing, the reasons for the delay and the expected delivery date via email to TriMet’s Project Manager.

Extension of time will be granted only if the delay is deemed by TriMet to be unavoidable. A delay may be considered unavoidable if the delay was beyond the reasonable control of the contractor, was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor’s suppliers or their agents. All delayed orders granted an extension of time shall be automatically filled and sent directly as soon as able to do so; TriMet shall not be required to reorder the delayed material/product.

5.5 Packing and Labeling (06/26)

To ensure efficient receipt of goods and payments, all packing lists* and invoices must reference the Contract number.

*One packing list shall be provided, either on the inside of the shipping container (box or carton) or on the outside of the shipping container. The unit of measure on the packing list shall agree with the unit of measure as listed on the bid form. On multi-pack shipments, inside packing lists

shall be affixed to material and not thrown loose into carton. The packing list (and invoices) shall reflect the Contract number, TriMet's Project Manager's name, and quantity being shipped. Partial deliveries are allowed on individual line items.

On multi-lot shipments, each carton shall be marked "1 of X", "2 of X", etc.

5.6 Sustainable Packaging (06/26)

TriMet strongly supports sustainability strategies including strategies to reduce material waste in all shipments into our facilities. To reduce or eliminate the amount of packaging material received, stored and disposed of at our facilities, Contractor is encouraged to ship goods utilizing one of the following methods, in TriMet descending order of preference:

- Ship products in reusable, refillable, or returnable containers. For example, TriMet can receive deliveries in reusable trays or totes, which can be stored and returned to Contractor;
- Minimal packaging material used to protect shipment inside of containers. This includes eliminating or reducing the amount of non-recyclable bubble wrap, foam pellets or other like material;
- Eliminate non-essential parts of packaging, such as individual wrapping of components;
- Use packaging materials made with recycled content.

6.0 SPECIAL CONTRACT CONDITIONS

6.1 Type of Contract (06/26)

- A. This is a firm/fixed unit price, requirements contract for the goods and/or services specified, and effective for the period stated in the ITB.
- B. The quantities of goods and/or services specified on **Exhibit A – Contractor's Bid** are estimates only and are not purchased by this Contract. Except as this Contract may otherwise provide, if TriMet's requirements do not result in orders in the quantities described as "estimated" or "maximum" on the Bid or Bid Price Forms (if any), that fact shall not constitute the basis for an equitable price adjustment.
- C. Except for any limitations on quantities that may be specified elsewhere in this Contract, there is no limit on the amount of goods and/or services that may be purchased.
- D. Should TriMet identify additional requirements for similar goods and services which are readily available to Contractor, TriMet reserves the right to modify the Contract to include those items at a price which shall reflect a mark-up not to exceed that for comparable goods and/or services listed on Bid Form 1.1.1.

6.2 Price Adjustments (06/26)

6.2.1 Annual Price Adjustments – Non-Inventory Goods/Services (06/26)

No price increases shall occur during the first year of this Contract. Thereafter, price increases shall be limited to one-year intervals. The first price increase, if allowed by TriMet, will occur one year after the effective date of the Contract.

Contractor may increase unit prices to TriMet by an amount not to exceed the change in Contractor's actual direct costs. Sixty (60) days prior to the anniversary date of the contract's execution, Contractor shall submit all data necessary to demonstrate to TriMet's satisfaction the actual changes in Contractor's cost of performing the Services since time of original bid submission. Price increases shall be effective upon the start of the one-year interval. In no event shall price increases be greater than the percentage listed in the yearly percentage change in the Consumer Price Index – All Urban Wage Earners and Clerical Workers (CPI-W), for the Portland-Salem area Western Region, Pacific Division – Class A, located on The Bureau of Labor Statistics website:

https://data.bls.gov/timeseries/CWUR0490SA0&output_view=pct_12mths

The applicable CPI-W shall be the most recently published figure as of the anniversary date of this agreement. Any increase is at TriMet's discretion.

Should decreases in Contractor's direct costs occur, Contractor shall promptly notify TriMet and shall promptly decrease price to TriMet by the same amount. Price decreases shall occur on date effective to Contractor.

6.2.2 Price Adjustments due to Tariffs and Duties (06/26)

If any tariff or duty imposed by a government authority directly affects Contractor's cost of the goods not less than 5% at any time during the contract effective term, Contractor shall submit all data necessary to demonstrate to TriMet's satisfaction the actual changes in Contractor's cost caused by the applicable tariff or duty. Such data shall include the date on which the goods passed Customs inspections at a United States port, to confirm that the tariff or duty was in effect on the day the goods entered the United States.

Price adjustments due to tariffs and duties are limited to the amount of the tariff or duty imposed on the specific goods and are approved only for the specific shipment in question. Contractor is required to submit a separate price adjustment request, accompanied by supporting data, for each shipment subject to tariffs or duties.

Under no circumstances will TriMet allow a price adjustment under this clause when the goods are confirmed to not be subject to the tariff or duty on the day of importation into the United States.

6.3 Task Orders (06/26) – Reserved

6.4 Task Order Pricing (06/26) – Reserved

6.5 Prevailing Wage Rates (06/26) – Reserved

6.6 Insurance (06/26)

During the term of this Contract, Contractor shall purchase and maintain any insurance required by this Contract. Contractor shall furnish acceptable certificates of insurance and additional insured endorsements to TriMet within ten (10) days after award of this Contract, and prior to commencement of any contract work.

Contractor shall be responsible for the payment of all premiums and deductibles and shall indemnify TriMet for any liability or damages that TriMet may incur due to Contractor's failure to purchase or maintain any required insurance.

Contractor shall maintain insurance of the types and in the amounts described below.

(1) Commercial General Liability Insurance

Commercial General Liability insurance, with coverage limits not less than:

- (a) \$2,000,000.00 per occurrence, bodily injury and property damage; and
- (b) \$2,000,000.00 general aggregate, bodily injury and property damage.

Such coverage will be equivalent to or better than the Insurance Service Office (ISO) standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury, Premises-Operations, Products and-Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground (XCU).

The General Liability policy shall be endorsed with CG 2010 1185 or CG 2010 1001 and CG 2037 1001 or equivalent, naming TriMet and its directors, officers, representatives, agents, and employees as additional insured.

If Contractor is working within 50' of a railroad, the commercial general liability policy exclusion must be deleted.

(2) Business Auto Liability Insurance

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

- (a) Bodily injury: \$2,000,000.00 per person; \$2,000,000.00 per accident; and
- (b) Property damage: \$2,000,000.00 per accident.

The Automobile policy shall be endorsed with CA 20 48 02 99 or equivalent, naming TriMet and its directors, officers, representatives, agents, and employees as additional insured.

If Contractor's work is within 50' of a railroad, the auto policy shall be endorsed with CA 20 70 10 01 or equivalent and this endorsement must be attached to the insurance certificate.

(3) Worker's Compensation Insurance

Oregon statutory workers' compensation and employer's liability coverage, including all states protection, if applicable, voluntary compensation and Federal endorsement. Contractor shall include U.S. Longshore and Harbor Workers Compensation Act and Maritime coverage ("Jones Act"). Employer's liability coverage shall have the following minimum limits:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit

Contractors who are non-subject workers meeting one of the exceptions in ORS 656.027 may not be required to carry worker's compensation insurance. Any Contractor requesting an exemption from the worker's compensation coverage listed above must make that request in writing, stating the Contractor's qualification for exemption under ORS 656.027.

Failure of TriMet to demand certificates of insurance, additional insured endorsements or other evidence of full compliance with these insurance requirements or failure of TriMet to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The insurance required under this Paragraph shall:

- (1) Include (as evidenced by endorsement) TriMet and its directors, officers, representative, agents, and employees as additional insureds with respect to work or operations connected with the Contract (excluding Professional Liability and Worker's Compensation policies);
- (2) Require Contractor to give TriMet not less than thirty (30) days written notice prior to termination, cancellation, or non-renewal of coverage;
- (3) Insurance policies shall be purchased only from insurance companies that meet TriMet's A.M. Best Rating criteria of "A-" or better (excluding SAIF) and are authorized to do insurance business in Oregon;
- (4) Contractor will cause its underwriters of insurance policies to waive their rights of subrogation arising from the work performed under this Contract.
- (5) Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.
- (6) **Be uploaded into the Contractor's profile via TriMet's eProcurement System (TriP\$, powered by Bid Locker)** (including an upload of the most current Certificate of Insurance (COI)). Insurance information and most current COI shall be maintained in the Contractor's TriP\$ profile at all times.

6.7 Liquidated Damages (06/26) – Reserved

6.8 Retainage (06/26) – Reserved

6.9 Warranties (06/26)

With respect to goods provided hereunder, Contractor warrants that they will perform substantially in accordance with the manufacturer's specifications. Goods provided under this contract shall be covered by any additional warranties provided by the manufacturer. Contractor warrants that title to goods provided hereunder is free of encumbrances.

Notwithstanding any express warranties provided elsewhere in this Contract, the implied warranties of merchantability and of fitness for a particular purpose shall not be deemed to be excluded or modified, and Contractor may not exclude or modify them. Contractor warrants that all goods provided under this Contract are new, of high quality, and free from defects in design or

manufacture. Goods provided under this Contract shall be covered by any additional warranty customarily provided by Contractor or by the manufacturer of the goods. Contractor warrants that title to all goods delivered under this Contract are free from encumbrances of any type.

6.10 Federally Required DBE Program (06/26)

DBEs, as defined in 49 CFR Part 26, shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. The DBE requirements of 49 CFR Part 26 apply to this procurement.

By submitting its bid, bidder certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26

Bidder further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this Contract or in performance of this Contract.

TriMet views adherence to **Appendix F** as an important mechanism for meeting this policy objective. **Appendix F** references requirements under the federal 49 CFR part 26 guidelines for the DBE program.

6.11 Subcontractor Reporting Requirements (06/26)

The Contractor and any subcontractor must maintain records of all subcontracts and shall be entered into TriMet's Compliance Reporting System, which is an on-line database manager, more fully described below. Records must show the name and business address of each subcontractor or vendor and the total dollar amount actually paid to each subcontractor or vendor.

TriMet's Compliance Reporting System is an online, web based contract compliance system intended to track prompt payment and subcontractor data that will also be linked to the certified payroll reporting system. This system addresses public project reporting and monitors requirements set forth by state and federal laws. It is intended to reduce the reporting burden on contractors and subcontractors while at the same time easing administrative efforts placed on public agencies to monitor these compliance issues. For more information, go to:

TriMet's compliance team will review the requirements for the Compliance Reporting and certified payroll systems (if required) to the consultants' administrative teams on a monthly/quarterly basis.

6.12 Prompt Payment (06/26)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) working days from the receipt of each payment the prime contractor receives from TriMet. The prime contractor agrees further to return retainage payments to each subcontractor within 10 working days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of TriMet. This clause applies to all subcontractors.

Compliance with the prompt payment contract requirement will be part of TriMet's Project Manager's project meeting or a separate compliance meeting with the Prime Contractor and will be monitored on an on-going basis by the Small Business program staff.

The contractor must maintain records of all subcontracts in TriMet's compliance reporting system. Such records shall show the name and business address of each subcontractor or vendor and the total dollar amount actually paid to each subcontractor or vendor. Records must be maintained in TriMet's compliance reporting system

The contractor must also submit monthly audits into the compliance reporting system for progress payments made to all tiers of subcontractors and must require all tiers to report payments to their sub tiers in the system and confirm payments made to them. Monthly sub tier contract reports must be sent to TriMet's Small Business Program staff to update all tier subcontract values. TriMet will collect the return of retainage spreadsheet from Prime contractor during compliance reviews

6.13 Travel Costs (06/26) – Reserved

6.14 Travel Arrangements (06/26) – Reserved

6.15 TriMet Facility Security (06/26) – Reserved

6.16 Track Access Provisions (06/26) – Reserved

6.17 Hazardous Chemical Requirements (06/26) – Reserved

6.18 Non-Exclusive Agreement (06/26)

TriMet intends to utilize Contractor to provide the goods or services contemplated in this Contract. However, TriMet expressly reserves to the right, at its sole discretion, to establish contracts with others to provide these goods or services, and nothing shall be construed by Contractor to prevent such action.

6.19 Information Security (06/26) – Reserved

6.20 HIPAA/HITECH Obligations (06/26) – Reserved

6.21 Payment Card Industry Data Security Standard (06/26) – Reserved

6.22 Parts Reimbursement, Equip. Rental & Subcontractors (06/26) – Reserved

6.23 TriMet-Furnished Property (06/26) – Reserved

6.24 Brand Name or Approved Equal (06/26)

Contractor shall meet TriMet's requirements and specifications. Contractor is not required to provide any particular brand. Where TriMet has listed a brand name, it has done so to inform Contractor that TriMet has determined that the listed brand will meet TriMet's requirements and specifications. TriMet will determine, in its sole discretion, whether a product provided by Contractor meets TriMet's requirements and specifications or is equal to a listed brand.

6.25 Brand Names/Substitution of Specified Material (06/26)

The provisions of this paragraph shall only become effective after execution of the Contract if the Contractor proposes to substitute material or equipment other than the material or equipment that

was specified in the Contractor's Bid and accepted by TriMet at the time of the execution of the Contract. TriMet will only accept a substitution of alternate material or equipment when: (1) the Contractor submits documentation acceptable to TriMet attesting that the material or equipment specified in the Contractor's Bid is no longer available; (2) the alternate material or equipment will be supplied at no additional cost; and (3) the alternate material or equipment meets the requirements and specifications set forth in the Specifications and in the Bid Pricing Form. Documentation supporting the non-availability of material or equipment may include, but not be limited to, one of the following: certification from the manufacturer that the item has been discontinued or that there has been a substantial change in its specifications; the manufacturer has gone out of business; or new import restrictions have been imposed on the item. TriMet reserves the right to require Contractor to supply samples of alternate material or equipment for inspection and testing prior to rendering a decision to approve or reject the alternate material or equipment.

Private brand label material manufactured by Contractor's subcontracted manufacturer/supplier: In the event the Contractor changes subcontractors for private brand label material, the Contractor shall notify TriMet no less than ninety (90) days prior to the effective date of the change. At the time of notification, Contractor shall provide samples (quantity to be specified by TriMet) to facilitate testing and inspection of the material produced by the new subcontractor. Material that is not equivalent to, or better than, the material supplied by the previous subcontractor with respect to fit-form-function and performance will be rejected.

6.26 Termination Following Bankruptcy (06/26) – Reserved

6.27 Intellectual Property (06/26)

Contractor shall hold harmless, defend and indemnify TriMet, its directors, officers, employees and agents from any loss of any kind, based on a claim that the work performed, or products provided hereunder, including material(s) or any part thereof, constitutes infringement of any patent, trademark, trade-name, copyright, trade secret, or other intellectual property infringement, including but not limited to claims arising out of the manufacture, sale or use of such work, products or materials. Such indemnification shall include all damages and costs incurred by TriMet as the result of the claim, including attorney fees and expert witness fees.

6.28 Work Product (06/26) – Reserved

6.29 Title and Risk of Loss (06/26)

If this Contract is for the supply of goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by TriMet and an authorized TriMet employee or agent has taken possession of them. Title to goods shall pass to TriMet upon TriMet's payment for those goods. If this Contract is for the rental or lease of Contractor's goods, the Contractor shall bear the risk of loss to Contractor's goods. Contractor agrees to carry insurance to cover any such losses. Title to the Contractor's goods shall remain with Contractor while goods are in TriMet's possession. If this Contract is for the repair or servicing of TriMet owned goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by TriMet and an authorized TriMet employee or agent has taken possession of them. Title to TriMet owned goods shall remain with TriMet while goods are in Contractor's possession. Contractor agrees to carry insurance to cover any losses/damages to TriMet's goods while in Contractor's possession.

6.30 Drug and Alcohol Program Requirements (06/26) – Reserved

6.31 Service Level Commitments (06/26) – Reserved

6.32 Dig. Acc./Termin./Corrective Actions/Other Remedies (06/26) – Reserved

7.0 GENERAL CONTRACT CONDITIONS

7.1 Contractor's Status and General Responsibilities (06/26)

Contractor is an independent Contractor for all purposes and is entitled to no compensation from TriMet other than that provided by this Contract. Contractor shall inform TriMet of Contractor's Federal Internal Revenue Service Employer Identification Number, or, if Contractor is an individual with no employer identification number, Contractor's Social Security Number. The Contractor and its officers, employees, and agents are not officers, employees or agents of TriMet as those terms are used in ORS 30.265. The Contractor, its employees or officers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of TriMet for any purpose whatsoever, nor are they authorized to do so.

Contractor shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full contract performance unless this Contract specifically provides otherwise. Contractor shall supervise and direct contract performance using its best skill, and shall be responsible for selecting the means of contract performance. If, during or after the term of this Contract, Contractor learns of any actual or potential defect in the services provided under this Contract, of any problem associated with the results of contract performance, or of any nonconformance with a provision of this Contract or of Federal, state, or local law, Contractor shall inform TriMet immediately in writing with a full description of the defect, problem, or nonconformance.

7.2 Notices and Communications (06/26)

All notices and other communications concerning this Contract shall be written in English and shall bear the Contract number assigned by TriMet. Notices and other communications may be delivered personally, by facsimile, by email, by regular, certified or registered mail or other commercial delivery service.

A notice to TriMet will be effective only if it is delivered to that person designated in writing in either (a) the Notice of Award of this Contract, (b) the NTP under this Contract, or (c) to another individual specifically designated by this Contract. A notice to the Contractor shall be effective if it is delivered to the individual who signed this Contract on behalf of Contractor at the address shown with that signature, to a corporate officer if Contractor is a corporation, to a general partner if Contractor is a partnership, or to another individual designated in writing by the Contractor in the Contract or in a written notice to TriMet.

7.3 Assignment and Subcontracting (06/26)

Contractor shall not assign any of its rights or subcontract any of its responsibilities under this Contract without the prior written consent of TriMet. Contractor shall include in each subcontract any provisions necessary to make all of the provisions of this Contract fully effective. Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

7.4 Indemnification (06/26)

- A. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify TriMet and its officers, employees and agents, from all claims, demands, suits, legal actions, losses, damages, liabilities, judgments, costs and expenses of whatsoever nature, including attorney fees and costs, resulting or arising from the intentional wrongdoing, reckless, grossly negligent or negligent acts or omissions of Contractor and/or its officers, employees, or agents, including any intentional wrongdoing, reckless, grossly negligent or negligent acts or omissions of its subcontractors under this Contract. Contractor shall not be responsible for any damages to the extent caused by the negligent acts or omissions of TriMet, its officers, employees or agents.

The obligations of Contractor under this Section will not in any way be affected or limited by the absence in any case of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting this Contract. In no way shall the Contractor limit its liability under this Contract.

- B. This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which TriMet and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, TriMet may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Contract for the purpose of resolving such claims; provided, however, that TriMet may release such funds if the Contractor provides TriMet with adequate assurance of the protection of TriMet's interests. TriMet shall be the sole judge of whether such assurances are adequate.

7.5 Force Majeure (06/26)

Neither party is liable for delay or default if such delay or default is the result of an event of Force Majeure, meaning acts of God, acts of the public enemy, acts of the government in its sovereign capacity, fires, floods, earthquake, epidemics, pandemics, quarantine restrictions, or freight embargoes. Force majeure shall not include the following: an event which, in whole or in part (a) is the result of a labor strike, work stoppage or slowdown, or other labor related issue caused by employees either of the Contractor, its subcontractor or supplier, or an affiliate; (b) is the result of a change in the federal revenue or income tax laws; or (c) is or was reasonably within the control of or was caused by the fault or negligence of, the party claiming Force Majeure as an excuse for delay or default.

A party asserting Force Majeure as an excuse for delay or default shall notify the other party within 24 hours after commencement of the delay or default, take reasonable steps to minimize any delay or damages, and continue to perform all non-excused obligations.

7.6 Project Managers (06/26)

The Contractor's designated Project Manager shall be the Contractor's representative for the administration of the Contract documents and the supervision of the work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual, recommended or, proposed changes, TriMet shall accept commitments and instructions of the

Contractor only from the Project Manager or a duly authorized representative of the Project Manager so designated in writing. After initial approval by TriMet, the Contractor shall not change the Project Manager without the prior written approval of TriMet. TriMet shall appoint its own Project Manager for the work required by this Contract.

TriMet's Project Manager is: **Name**, Title, (503) 962-xxxx, ProjectManager@trimet.org (provided after award of Contract).

7.7 Notice to Proceed (06/26)

The Contractor shall not proceed with any work required under this Contract without a written Notice to Proceed (NTP) from TriMet's Contracts Administrator or designee. Any work performed or expenses incurred by the Contractor prior to the Contractor's receipt of the NTP shall be entirely at the Contractor's own risk.

7.8 Hours of Labor – Goods and Services Contracts (06/26)

Pursuant to ORS 279B.235, persons employed under this Contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

7.9 Payments and Invoicing (06/26)

TriMet shall pay the Contractor, upon the submission of invoices, the prices stipulated in this Contract for services accepted, less any deductions provided in this Contract. TriMet shall pay the Contractor within thirty (30) days of the receipt of a properly completed and submitted invoice. The Contractor may submit no more than one invoice per month.

Notwithstanding any other additional requirements of this Contract, invoices shall contain the contract number, the date(s) supplies were delivered or services were furnished; a detailed description of the supplies or services furnished, and a price breakdown showing contract prices and units.

All invoices shall be submitted electronically to TriMet's Finance Department via email to accountspayable@trimet.org. Failure to strictly comply with this provision **will** result in a delay in payment.

TriMet no longer offers payment by check. In order to enter into this Contract, Contractor must be willing to accept payment via ACH (Automatic Clearing House). TriMet will not execute this Contract without receiving the required information from the Contractor via its TriP\$ (powered by Bid Locker) vendor profile, at <https://bidlocker.us/a/trimet>.

7.10 Extra Charges (06/26)

Extra charges must be agreed upon by the parties through a written modification of the Contract. TriMet will pay no extra charge that is not made a part of the Contract through a written modification. Contractor acts at its own risk in incurring an extra expense before an extra charge has been included in a fully-executed modification. TriMet will not pay Contractor extra for overtime needed to meet a delivery deadline.

7.11 Payment of Claims by TriMet (06/26)

If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, TriMet may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Contractor pursuant to this Contract. TriMet's payment of a claim under this Paragraph shall not relieve Contractor or Contractor's surety from responsibility for such claims.

7.12 Most Favored Customer (06/26)

Contractor represents that all of the provisions, including the price of goods or services contained in this Contract, are comparable to or better than the equivalent provisions being offered by Contractor to any of its other customers. If Contractor offers more favorable pricing to any customer during the term of this Contract, the Contractor shall notify TriMet of such provisions, including the price of goods and/or services and make them applicable to this Contract as of the date the more favorable provision became effective as to any customer of the Contractor.

7.13 Time of Essence (06/26)

Time is of the essence in this Contract. Contractor's failure to deliver services on time shall be a material breach of this Contract. If Contractor fails to deliver services on time, TriMet, at its discretion, may procure those services from another source. If the price paid by TriMet for services procured from another source under this Paragraph is higher than the price under this Contract, Contractor shall pay TriMet the difference between those prices. TriMet may deduct that difference from any amount TriMet owes Contractor.

7.14 Compliance with Laws and Regulations (06/26)

Contractor shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Contract. The Contractor shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279B.220, 279B.225, 279B.230, 279B.235, 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference.

Contractor acknowledges that the Oregon Government Standards and Practices laws ("Ethics Laws"), as set forth in ORS 244.010 et seq. are applicable to contractors when performing certain work on behalf of TriMet under contract and that the individual employees and agents of Contractor may be treated as public officials under ORS 244.020 (14). Contractor agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and ensure compliance by those subject to Contractor's control when performing work under this Contract.

Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the contract; and pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220.

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and

attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. ORS 279B.230.

All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

Contractor agrees not to use forced labor in performance of this contract and will comply with Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104).

7.15 Liens Prohibited (06/26)

Contractor shall not permit any lien or claim to be filed or prosecuted against TriMet, its property or its right-of-way on account of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, Contractor shall satisfy and discharge or cause such lien to be satisfied and discharged immediately at Contractor's sole expense.

7.16 Safety (06/26)

Notwithstanding any safety provisions elsewhere in this Contract, and in addition to Contractor's own safety procedures, Contractor shall implement and enforce all safety requirements that are standard in the industry and/or that are required by TriMet's Safety Department.

7.17 Prohibited Interests (06/26)

- A. No TriMet Board member, officer, employee or agent who ceases to hold a position at TriMet shall have any direct beneficial financial interest in this Contract, if they authorized this Contract while acting in their official position at TriMet, for two years after the date the Contract was authorized. This precludes working on this Contract as Contractor's employee. The term "authorize" in this provision means that the Board member, officer, employee or agent ("public official") performed a significant role in the selection of the Contractor or the execution of this Contract, including recommending approval or signing of the Contract, serving on the selection committee or having the final authorizing authority for this Contract.
- B. No TriMet Board member, officer, employee, or agent (or any member of the immediate family or the partner of any of the aforementioned) shall solicit or accept, and Contractor (including any subcontractors) shall not offer or give to any TriMet Board member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned), any gratuities, favors, or anything of monetary value, in connection with the administration of this Contract, except to the extent permitted by applicable law and TriMet policy.

7.18 Integration, Modification, and Administrative Changes (06/26)

This Contract includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This Contract may be modified in writing by a modification that has been signed by individuals authorized to bind each of the parties contractually. TriMet reserves the right to make administrative changes to the Contract

unilaterally. An administrative change means a written contract change that does not affect the substantive rights of the parties.

7.19 Severability/Survivability (06/26)

If any of the provisions contained in this Agreement are held by a court of law or arbitrator to be illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this Contract so that the purposes of this Contract are affected. All provisions concerning indemnity survive the termination or expiration of this Contract for any cause.

7.20 Waiver and Nonwaiver (06/26)

- A. A waiver by one party of a right to a remedy for breach of this Contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. TriMet's acceptance of goods or services, or payment under this Contract, shall not preclude TriMet from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this Contract.
- B. Both parties having had the opportunity to consult an attorney regarding the provisions of this Contract, the parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

7.21 Termination for Default (06/26)

- A. TriMet may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to (i) Deliver the goods or to perform the services within the time specified in this Contract or any extension; (ii) Make progress, so as to endanger performance of this Contract; or (iii) Perform any of the other provisions of this Contract.
- B. TriMet's right to terminate this Contract under subdivision (A) of this clause may only be exercised if the Contractor does not cure such failure within 10 calendar days (or more if authorized in writing by the Contract Administrator) after receipt of the notice from the Contract Administrator specifying the failure.
- C. If TriMet terminates this Contract in whole or in part under the default provisions, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, goods or services similar to those terminated, and the Contractor will be liable to TriMet for any excess costs for those goods or services. However, the Contractor shall continue the work not terminated.
- D. Contractor shall be paid the Contract price only for completed goods or services delivered and accepted. If it is later determined by TriMet that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, TriMet may allow Contractor to continue work, or may treat the termination as a termination for convenience.
- E. The rights and remedies of TriMet in this Article are in addition to any other rights and remedies provided by law or under this Contract.

7.22 Termination for Convenience (06/26)

TriMet may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in TriMet's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. TriMet will not be responsible for payment for any work performed after the time of termination. After termination, the Contractor shall promptly submit to TriMet its termination claim for payment. If the Contractor has any property in its possession belonging to TriMet, the Contractor will account for the same, and return it to TriMet in the manner that TriMet directs.

7.23 Acceptance (06/26)

The Contractor shall only tender for acceptance those items that conform to the requirements of this Contract. TriMet reserves the right to inspect or test any goods or services that have been tendered for acceptance. TriMet may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, or Contractor refuses to repair/replace or reperform, TriMet may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. TriMet must exercise its post-acceptance rights-

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

7.24 Inspection of Goods/Services (06/26)

- A. TriMet has the right to inspect and test all goods/services called for under the Contract, to the extent practicable, at all times and places during the term of the Contract. TriMet shall perform inspections and tests in a manner that will not unduly delay the work.
- B. If any of the goods or services do not conform with contract requirements, TriMet may require the Contractor to replace the goods or perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in goods or services cannot be corrected by re-performance, TriMet may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the Contract price to reflect the reduced value of the goods/services performed.
- C. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, TriMet may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by TriMet or (2) terminate the Contract for default.

7.25 Paragraph Headings and Other Titles (06/26)

The parties agree that paragraph headings and other titles used in this Contract are for convenience only, and are not to be used to interpret this Contract.

7.26 Audit and Inspection of Records (06/26)

- A. Contractor shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of TriMet, the U.S. Department of Transportation, the Oregon Secretary of State and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this Contract until the expiration of three (3) years after final payment under this Contract.
- B. Contractor further agrees to include in all of its subcontracts under this Contract a provision to the effect that the subcontractor agrees that TriMet, the U.S. Department of Transportation, the Oregon Secretary of State and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Section excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The periods of access and examination described in subparagraphs A and B of this Section for records that relate to (1) disputes between TriMet and Contractor, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

7.27 Mediation (06/26)

Should any dispute arise between the parties concerning this Contract that cannot be resolved by mutual agreement, the dispute will be submitted to a non-binding, mediated negotiation prior to any party commencing litigation. The parties agree to participate in good faith in the mediation process, which shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but if the parties cannot mutually agree on a mediator, each party shall select a temporary mediator and those temporary mediators shall jointly select a permanent mediator. All fees and costs of the mediation shall be borne equally by the parties.

7.28 Applicable Law and Jurisdiction (06/26)

This Contract shall be governed and construed under Oregon law, without resort to any jurisdiction's conflicts of law principles, rules or doctrines. Any litigation between the parties arising from this Contract shall be commenced and prosecuted either in the Multnomah County Circuit Court, or the U.S. District Court for the District of Oregon, in Portland, Oregon, and the parties agree to submit to the jurisdiction and venue of these courts. In the event of such litigation, each party shall bear its own court costs and attorney fees, at trial and on appeal.

7.29 Nondiscrimination (06/26)

During the term of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, disability, or national origin.

7.30 Changes to the Contract (06/26)

- A. TriMet may at any time, by written order, make changes within the general scope of this Contract in any one or more of the following:
 - 1. Description of services to be performed.
 - 2. Time of performance (i.e., hours of the day, days of the week, etc.).
 - 3. Place of performance of the services.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, TriMet shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- C. The Contractor must assert its right to any adjustment under this clause within 30 days from the date of receipt of the written order. However, if TriMet decides that the facts justify it, TriMet may receive and act upon a bid submitted before final payment of the Contract.

7.31 Intergovernmental Cooperative Agreement (06/26)

Pursuant to ORS 279A and TriMet Contracting Rules, other public agencies may have the ability to purchase the awarded services from the awarded Contractor(s) under terms and conditions of the resultant contract.

Any such purchases will be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to TriMet. Any estimated purchase volumes listed herein do not include other public agencies and TriMet makes no guarantee as to their participation.

Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

7.32 Organizational Conflict of Interest (06/26)

The contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, or that the Contractor has disclosed all such relevant information.

The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to TriMet. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with TriMet, to avoid, mitigate, or neutralize the actual or potential conflict.

TriMet may terminate this Contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to TriMet, TriMet may terminate the Contract for default, or pursue such other remedies as may be permitted by law or this Contract.

The contractor further agrees to insert provisions which shall conform substantially to the language of this clause in any subcontract or consultant agreement hereunder.

7.33 Confidentiality (06/26)

All information, written or oral, disclosed or made available to the Contractor, directly or indirectly, through any means of communication or observation by the Contractor or any of its affiliates or representatives to or for the benefit of the Contractor shall remain confidential between Contractor and TriMet. The Contractor shall hold all Confidential Information in confidence in accordance with the terms of this agreement and use only for the purpose of providing the Services hereunder.

7.34 Advertising or Publicity (06/26)

Contractor shall not disclose, use or refer to this Agreement or any of its terms, or the name of TriMet in any advertising, publicity release, promotional materials or materials distributed to existing or prospective customers, without the prior written consent of TriMet.

7.35 Electronic Signatures (06/26)

This Contract and related documents may be executed by the parties separately in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument. Each will be considered signed when the signature of a party is delivered by electronic signature, or electronic (email) transmission to the other party, when it is delivered in a manner that reasonably identifies the signatory as the individual named. Such electronic signatures shall be treated in all respects as having the same effect as an original signature. If requested by either party, documents bearing original signature may be subsequently submitted to replace copies bearing electronic signatures. By signing this Contract, the representative of the Bidder thereby represents that such person is duly authorized by the Company to execute this Contract on behalf of the Bidder and that the Company agrees to be bound by the provisions thereof.

8.0 AUTHORITY (06/26)

The representatives signing on behalf of the parties certify that they are duly authorized by the party for whom they sign to make this Contract.

9.0 CERTIFICATE OF OREGON TAX LAW COMPLIANCE (06/26)

By execution of this Contract, Contractor certifies under penalty of perjury as provided in ORS 305.385(6), that it is, to the best of its knowledge, not in violation of any Oregon tax law. For purposes of this Certificate, "Oregon Tax Laws" are state taxes imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323, and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

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CONTRACTOR

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON**

(Signature)

Name: _____

Title: _____

Date: _____

(Signature)

Name: Zach Cooper

Title: Contracts Manager

Date: _____

Approved as to Form

Linda L. Joy
Senior Contracts Administrator
Procurement and Supply Chain Mgmt.

Exhibit A - Federal Requirements (FHWA)

FEDERAL HIGHWAY ADMINISTRATION COMPETITIVE GRANT PROGRAM GENERAL TERMS AND CONDITIONS

Date: November 19, 2025

TABLE OF CONTENTS

GENERAL TERMS AND CONDITIONS	6
Article 1 PURPOSE	6
1.1 Purpose	6
Article 2 FHWA ROLE.....	6
2.1 Federal Highway Administration (FHWA) Responsibilities.	6
Article 3 RECIPIENT ROLE	6
3.1 Statements on the Project	6
3.2 Statements on Authority and Capacity	6
3.3 USDOT FHWA Reliance	7
3.4 Project Delivery.	7
3.5 Rights and Powers Affecting the Project.	7
3.6 Subaward to Designated Subrecipient	8
3.7 Designated Subrecipient Statements and Responsibilities	8
Article 4 AWARD AMOUNT, OBLIGATION, AND TIME PERIODS	8
4.1 Federal Award Amount	8
4.2 Federal Obligations.	8
4.3 Budget Period.	9
4.4 Period of Performance.	10
Article 5 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES	10
5.1 Notification Requirement	10
5.2 Scope and Statement of Work Changes	10
5.3 Schedule Changes.....	10
5.4 Budget Changes.	11
5.5 FHWA Acceptance of Changes.....	12
Article 6 GENERAL REPORTING TERMS	12
6.1 Report Submission.....	12
6.2 Alternative Reporting Methods	12
Article 7 PROGRESS AND FINANCIAL REPORTING	12
7.1 Project Progress and Financial Reports and Recertifications.....	12
7.2 Final Progress Reports and Financial Information	13
Article 8 PERFORMANCE REPORTING	13
8.1 Baseline Performance Measurement.	13
8.2 Post-construction Performance Measurement.	14
8.3 Project Outcomes Report.....	14
8.4 General Performance Measures	14
8.5 Performance Reporting Survival.	15
Article 9 NONCOMPLIANCE AND REMEDIES	15
9.1 Noncompliance Determinations.	15
9.2 Remedies.	15
9.3 Other Oversight Entities	16
Article 10 AGREEMENT TERMINATION.....	16
10.1 FHWA Termination.....	16
10.2 Closeout Termination.	17
10.3 Post-Termination Adjustments	17
10.4 Non-Terminating Events.....	17

10.5 Other Remedies	18
Article 11 MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS	18
11.1 Recipient Monitoring and Record Retention.	18
11.2 Financial Records and Audits.	18
11.3 Internal Controls	19
11.4 USDOT Record Access	19
11.5 Title 23 Oversight Responsibilities	19
Article 12 CONTRACTING AND SUBAWARDS	19
12.1 Minimum Wage Rates	19
12.2 Buy America.	19
12.3 Small and Disadvantaged Business Requirements.....	19
12.4 Engineering and Design Services	20
12.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.....	20
12.6 Pass-through Entity Responsibilities	20
12.7 Subaward and Contract Authorization.	20
Article 13 COSTS, PAYMENTS, AND UNEXPENDED FUNDS.....	20
13.1 Limitation of Federal Award Amount.	20
13.2 Projects Costs.	21
13.3 Timing of Project Costs.	21
13.4 Recipient Recovery of Federal Funds	21
13.5 Unexpended Federal Funds	21
13.6 Timing of Payments to the Recipient.....	21
13.7 Payment Method.	21
13.8 Information Supporting Expenditures.....	22
13.9 Reimbursement Frequency	22
Article 14 LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY.....	22
14.1 Liquidation of Recipient Obligations.....	22
Article 15 AGREEMENT MODIFICATIONS.....	23
15.1 Bilateral Modifications	23
15.2 Unilateral Contact Modifications.....	23
15.3 FHWA Unilateral Modifications.....	23
15.4 Other Modifications.....	23
Article 16 Civil Rights and Title VI.....	23
16.1 Title VI.	23
16.2 Legacy Infrastructure and Facilities.	24
Article 17 CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE	24
17.1 Critical Infrastructure Security and Resilience.....	24
Article 18 FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS	25
18.1 Uniform Administrative Requirements for Federal Awards	25
18.2 Federal Law and Public Policy Requirements.	25
18.3 Implementation of Executive Order 14025	25
18.4 Implementation of Executive Order 14173	25
18.5 Federal Freedom of Information Act.	25

18.6	History of Performance	26
18.7	Whistleblower Protection.....	26
18.8	External Award Terms and Obligations.....	26
18.9	Incorporated Certifications	27
Article 19	ASSIGNMENT	27
19.1	Assignment Prohibited.	27
Article 20	WAIVER.....	27
20.1	Waivers.....	27
Article 21	ADDITIONAL TERMS AND CONDITIONS	27
21.1	Effect of Urban or Rural Designation.....	27
21.2	Disclaimer of Federal Liability.....	28
21.3	Relocation and Real Property Acquisition.....	28
21.4	Equipment Disposition.	28
21.5	Environmental Review.	28
21.6	Railroad Coordination	30
Article 22	MANDATORY AWARD INFORMATION	30
22.1	Information Contained in a Federal Award	30
22.2	Federal Award Identification Number.	30
22.3	Recipient’s Unique Entity Identifier.	30
Article 23	CONSTRUCTION AND DEFINITIONS	31
23.1	Schedules	31
23.2	Exhibits.....	31
23.3	Construction.....	31
23.4	Integration.....	31
23.5	Definitions	32
Article 24	AGREEMENT EXECUTION AND EFFECTIVE DATE	32
24.1	Counterparts.....	32
24.2	Effective Date	32

Index of Definitions

Environmental Review Entity	29
Federal Share	12
FHWA.....	6
General Terms and Conditions.....	32
Grant	32
Grant Amount.....	32
Grant Program	32
Program Statute.....	32
Project	32
Project Closeout.....	17
Project Cost Savings	11
Technical Application	32
Title VI.....	24

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are incorporated by reference in this grant agreement under the Grant Program. The term “Recipient” is defined in this grant agreement. This grant agreement includes schedules A through H. The grant agreement may include special terms and conditions in grant agreement articles or schedules.

ARTICLE 1 PURPOSE

1.1 Purpose. The purpose of this award is to fund the eligible project defined in this grant agreement that has been selected to receive an award for the Grant Program. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by schedule E.

ARTICLE 2 FHWA ROLE

2.1 Federal Highway Administration (FHWA) Responsibilities.

- (a) The FHWA is the operating administration under the United States Department of Transportation (“USDOT”) responsible for the administration of the Grant Program, the approval and execution of this grant agreement, and any modifications to this grant agreement under section 15.1.

ARTICLE 3 RECIPIENT ROLE

3.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Technical Application were accurate when that application was submitted; and
- (2) schedule E documents all material changes in the information contained in that application.

3.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this grant agreement;
- (2) it has the legal authority to complete the Project;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this grant agreement;
- (4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the Grant Amount listed in section 1 of schedule D is committed to fund the Project;
- (5) it has sufficient funds available to ensure that infrastructure completed or improved under this grant agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- (6) the individual executing this grant agreement on behalf of the Recipient has authority to enter this grant agreement and make the statements in this article 3 and in section 18.9 on behalf of the Recipient.

3.3 USDOT FHWA Reliance. The Recipient acknowledges that:

- (1) the USDOT FHWA relied on statements of fact in the Technical Application to select the Project to receive this award;
- (2) the USDOT FHWA relied on statements of fact in both the Technical Application and this grant agreement to determine that the Recipient and the Project are eligible under the terms of the Notice of Funding Opportunity (“NOFO”) in section 7 of schedule D.
- (3) the USDOT FHWA’s selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

3.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this grant agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to the Project.

3.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient’s performance under this grant agreement without written approval of the FHWA.
- (b) The Recipient shall act promptly, in a manner acceptable to the FHWA, to

acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this grant agreement.

3.6 Subaward to Designated Subrecipient. If section 7 of schedule A identifies a Designated Subrecipient:

- (1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 1.1;
- (2) the Recipient and the Designated Subrecipient may enter into a separate agreement, to which the FHWA is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the Designated Subrecipient; and
- (3) for the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

3.7 Designated Subrecipient Statements and Responsibilities. If section 7 of schedule A identifies a Designated Subrecipient:

- (1) the Designated Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 3.1 and 3.2; and
- (2) the Designated Subrecipient assumes the Recipient's reporting obligations under article 7.

ARTICLE 4

AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount. The FHWA hereby awards a Grant to the Recipient in the amount listed in section 1 of schedule D as the Grant Amount.

4.2 Federal Obligations.

- (a) If the Federal Obligation Type identified in section 2 of schedule D is "Single," then this grant agreement obligates for the budget period the amount listed in section 1 of schedule D as the Grant Amount and sections 4.2(c)–4.2(h) do not apply to this grant agreement.
- (b) If the Federal Obligation Type identified in section 2 of schedule D is "Multiple," then an amount up to the Grant Amount listed in section 1 of schedule D will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 4.2(c)–4.2(h).
- (c) The Fund Obligation Table in section 2 of schedule D allocates the Grant among

separate portions of the Project for the purpose of the Federal obligation of funds. The scope of each portion of the Project that is identified in that table is described in the Technical Application, as modified by schedule E.

- (d) This grant agreement obligates for the budget period only for the amounts allocated in the Fund Obligation Table in section 2 of schedule D to the portion of the project described under “First Fund Obligation” in section 1 of schedule C.
- (e) This grant agreement does not obligate amounts allocated in the Fund Obligation Table in section 2 of schedule D to any portion of the project except the portion described under “First Fund Obligation” in section 1 of schedule C. The parties may obligate the amounts allocated to those portions of the Project only as described in section 4.2(f) or by modifying this grant agreement under article 15.
- (f) If the USDOT Payment System identified in section 5 of schedule A is “FMIS,” then for each portion of the Project except the portion described under “First Fund Obligation” in section 1 of schedule C, the amount allocated in section 2 of schedule D to that portion of the Project is obligated if, not later than the statutory lapse date identified in this grant agreement as applicable to the Grant Program, the parties execute an instrument, in the form provided in Exhibit D, documenting that:
 - (1) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied; and
 - (2) the Recipient states that it is not required to request a modification of this grant agreement under article 5.
- (g) The Recipient shall not request reimbursement of costs for a portion of the Project described in section 1 of Schedule C except for the portion described under “First Fund Obligation”, unless the amount allocated in section 2 of schedule D to that portion is obligated under section 4.2(f).
- (h) The Recipient acknowledges that:
 - (1) the FHWA is not liable for payments for a portion of the Project described in section 1 of Schedule C except for the portion described under “First Fund Obligation”, unless the amount allocated in section 2 of schedule D to that portion of the Project is obligated under section 4.2(f);
 - (2) any portion of the Grant that is not obligated under this section 4.2 by the statutory lapse date identified in section 6 of schedule For those funds lapses on the day after that date and becomes unavailable for the Project; and
 - (3) the FHWA may consider the failure to obligate funds by the statutory lapse date identified in section 6 of schedule F for those funds to be a basis for terminating this grant agreement under section 10.1.

4.3 Budget Period.

- (a) If the Federal Obligation Type identified in section 1 of schedule C is “Single,” then the budget period for this award begins on the effective date of this grant agreement and ends on the budget period end date that is listed in section 1 of schedule C or as determined in FMIS.
- (b) If the Federal Obligation Type identified in section 1 of schedule C is “Multiple,” then the first budget period for this award begins on the effective date of this grant agreement and the last budget period end date shall be no later than the end of the period of performance dated identified in section 4.4.
- (c) In this grant agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

4.4 Period of Performance.

- (a) The period of performance for this award begins on the effective date of this grant agreement and ends on the period of performance end date that is listed in section 1 of schedule C.
- (b) In this grant agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 5 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 5.1 Notification Requirement.** The Recipient shall notify all FHWA representatives who are identified in section 4 of schedule A in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this grant agreement.
- 5.2 Scope and Statement of Work Changes.** If the Project’s activities differ from the activities described in the Technical Application, then the Recipient shall request a modification of this grant agreement in schedule E.
- 5.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this grant agreement to update schedule C:
 - (1) a completion date for the Project or a portion of the Project is listed in section 2 of schedule C and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;
 - (2) a schedule change would require the budget period to continue after the budget period end date listed in section 1 of schedule C; and

- (3) a schedule change would require the period of performance to continue after the Period of Performance End Date listed in section 1 of schedule C.

For other schedule changes, the Recipient shall follow the applicable procedures of the FHWA and document the changes in writing.

5.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this grant agreement to complete the Project; and
 - (2) the FHWA will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request a modification of this grant agreement to update schedule D if, in comparing the Project's budget to the amounts listed in section 3 of schedule D:
 - (1) the total "Non-Federal Funds" amount decreases; or
 - (2) the total eligible Project costs amount decreases.
- (c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of the FHWA and document the changes in writing.
- (d) If there are Project Cost Savings, then the Recipient may propose to the FHWA, in writing consistent with the FHWA's requirements, to include in this grant agreement specific additional activities that are within the scope of this award, as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this grant agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs that are listed in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of schedule D.

- (e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or the FHWA does not accept the Recipient's proposal under section 5.4(d), then:
 - (1) in a request under section 5.4(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and
 - (2) if that modification reduces this award and the FHWA had reimbursed

costs exceeding the revised award, the Recipient shall refund to the FHWA the difference between the reimbursed costs and the revised award.

In this agreement, “**Federal Share**” means the sum of the total “Grant Funds” and “Other Federal Funds” amounts that are listed in section 3 of schedule D.

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that the FHWA may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

- 5.5 FHWA Acceptance of Changes.** The FHWA may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the Grant Program and the FHWA. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this grant agreement unless the FHWA accepts that modification request and the parties modify this grant agreement under section 15.1.

ARTICLE 6 GENERAL REPORTING TERMS

- 6.1 Report Submission.** The Recipient shall send all reports required by this grant agreement to all FHWA contacts who are listed in section 4 of schedule A.
- 6.2 Alternative Reporting Methods.** The FHWA may establish processes for the Recipient to submit reports required by this grant agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

ARTICLE 7 PROGRESS AND FINANCIAL REPORTING

7.1 Project Progress and Financial Reports and Recertifications.

- (a) The Recipient will submit to FHWA project progress and financial reports and recertifications based on the frequency defined in the NOFO and section 8 of schedule A. If “Quarterly” or “Semiannual” are selected in section 8 of schedule A, then the reporting period and report submission due dates are defined in the table below.

Quarterly Reporting Periods			Semiannual Reporting Periods		
Reporting Period		Due Date	Reporting Period		Due Date
Quarter 1	January 1 – March 31	April 20	Half Year 1	January 1 – June 30	July 20

Quarter 2	April 1 – June 30	July 20	Half Year 2	July 1 – December 31	January 20 of the next calendar year
Quarter 3	July 1 – September 30	October 20			
Quarter 4	October 1 – December 31	January 20 of the next calendar year			

If “Annual” is selected in section 8 of schedule A, then the reporting period is from January 1 to December 31 and the Recipient must submit reports to FHWA by January 20 of the next calendar year.

- (b) If the date of this grant agreement is in the final month of a calendar year reporting period, then the Recipient shall submit the first Project Progress Report and Recertification in the second reporting period for the subsequent that begins after the date of this grant agreement.
- (c) The Recipient shall submit to the FHWA a Project Progress Report and Recertification in the format and with the content described in exhibit C.

7.2 Final Progress Reports and Financial Information. No later than 120 days after the end of the period of performance, the Recipient shall submit:

- (1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
- (2) any other information required under FHWA award closeout procedures.

ARTICLE 8 PERFORMANCE REPORTING

8.1 Baseline Performance Measurement.

- (a) The Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in schedule G, accurate as of the Baseline Measurement Date that is identified in schedule G; and
- (b) On or before the Baseline Report Date that is stated in schedule G, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 8.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is

identified in the Performance Measure Table in schedule G.

8.2 Post-construction Performance Measurement.

- (a) For each performance measure that is identified in the Performance Measure Table in schedule G with quarterly measurement frequency, for each of 12 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure;
- (b) For each performance measure that is identified in the Performance Measure Table in schedule G with annual measurement frequency, the Recipient shall collect data for that performance measure on at least three separate occasions: (i) once during the four consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the first collection; and (iii) once during the eighth calendar quarter after the first collection; and
- (c) Not later than January 31 of each year that follows a calendar year during which data was collected under this section 8.2, the Recipient shall submit to the USDOT a Post-Project Performance Measurement Report containing the data collected under this section 8.2 in the previous calendar year and stating the dates when the data was collected.
- (d) If an external factor significantly affects the value of a performance measure collected under this section 8.2, then the Recipient shall identify that external factor in the Post-Project Performance Measurement Report and discuss its influence on the performance measure.

8.3 Project Outcomes Report. The Recipient shall submit to the FHWA, not later than January 31 of the year that follows the final calendar year during which data was collected under section 8.2, a Project Outcomes Report that contains:

- (1) a narrative discussion detailing project successes and the influence of external factors on project expectations;
- (2) all baseline and post-Project performance measurement data that the Recipient reported in the Baseline Performance Measurement Report and the Post-Project Performance Measurement Reports; and
- (3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Baseline Performance Measurement Report.

8.4 General Performance Measures. For each performance measure that is enumerated in schedule G, the Recipient shall ensure that all data collections under this article 8 are completed in a manner consistent with the description, location, and other attributes associated with that performance measure in schedule G.

- 8.5 Performance Reporting Survival.** The data collection and reporting requirements in this article 8 survive the termination of this agreement.

ARTICLE 9 NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations.

- (a) If the FHWA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this grant agreement, the FHWA may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the FHWA must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the FHWA notifies the Recipient of a proposed determination of noncompliance under section 9.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
 - (1) accept the remedy;
 - (2) acknowledge the noncompliance, but propose an alternative remedy; or
 - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The FHWA may make a final determination of noncompliance only:
 - (1) after considering the Recipient's response under section 9.1(b); or
 - (2) if the Recipient fails to respond under section 9.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the FHWA must provide a notice to the Recipient that states the bases for that determination.

9.2 Remedies.

- (a) If the FHWA makes a final determination of noncompliance under section 9.1, the FHWA may impose a remedy, including:
 - (1) additional conditions on the award;

- (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the FHWA; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- (b) To impose a remedy, the FHWA must provide a written notice to the Recipient that describes the remedy, but the FHWA may make the remedy effective before the Recipient receives that notice.
 - (c) If the FHWA determines that it is in the public interest, the FHWA may impose a remedy, including all remedies described in section 9.2(a), before making a final determination of noncompliance under section 9.1. If it does so, then the notice provided under section 9.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
 - (d) In imposing a remedy under this section 9.2 or making a public interest determination under section 9.2(c), the FHWA may elect to consider the interests of only the FHWA.
 - (e) The Recipient acknowledges that amounts that the FHWA requires the Recipient to refund to the FHWA due to a remedy under this section 9.2 constitute a debt to the Federal Government that the FHWA may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).
- 9.3 Other Oversight Entities.** Nothing in this article 9 limits any party’s authority to report activity under this grant agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10

AGREEMENT TERMINATION

10.1 FHWA Termination.

- (a) The FHWA may terminate this grant agreement and all of its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non- Grant contribution or alternatives approved by the FHWA as provided in this grant agreement and consistent with schedule D;
 - (2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;

- (3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;
 - (4) the Recipient fails to comply with the terms and conditions of this grant agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;
 - (5) circumstances cause changes to the Project that the FHWA determines are inconsistent with the FHWA's basis for selecting the Project to receive a Grant; or
 - (6) the FHWA determines that termination of this grant agreement is in the public interest.
- (b) In terminating this grant agreement under this section, the FHWA may elect to consider only the interests of the FHWA.
 - (c) This section 10.1 does not limit the FHWA's ability to terminate this grant agreement as a remedy under section 9.2.
 - (d) The Recipient may request that the FHWA terminate this grant agreement under this section 10.1.

10.2 Closeout Termination.

- (a) This grant agreement terminates on Project Closeout.
- (b) In this grant agreement, "**Project Closeout**" means the date that the FHWA notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

10.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of this grant agreement does not extinguish the FHWA's authority to disallow costs, including costs that the FHWA reimbursed before termination, and recover funds from the Recipient.

10.4 Non-Terminating Events.

- (a) The end of the budget period described under section 4.3 does not terminate this grant agreement or the Recipient's obligations under this grant agreement.
- (b) The end of the period of performance described under section 4.4 does not terminate this grant agreement or the Recipient's obligations under this grant agreement.
- (c) The cancellation of funds under section 7 of schedule F does not terminate this grant agreement or the Recipient's obligations under this grant agreement.

- 10.5 Other Remedies.** The termination authority under this article 10 supplements and does not limit the FHWA’s remedial authority under article 9 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 11

MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this grant agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

11.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 11.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year of the Grant Program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including the Federal Fiscal Year (“FY”) in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including the Federal Fiscal Year (“FY”) in column c (“Additional Award

Identification”).

- 11.3 Internal Controls.** The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.
- 11.4 USDOT Record Access.** The FHWA may access Recipient records related to this award under 2 C.F.R. 200.337.
- 11.5 Title 23 Oversight Responsibilities.** This award is subject to the oversight requirements of title 23, United States Code.

ARTICLE 12 CONTRACTING AND SUBAWARDS

- 12.1 Minimum Wage Rates.** The Recipient shall include, in all contracts in excess of \$2,000 for construction work to be performed on a Federal-aid highway (or work that is treated as if performed on a Federal-aid highway) under the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with 23 U.S.C. 113, as applicable, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
- 12.2 Buy America.**
 - (a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the FHWA. The Recipient acknowledges that this grant agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).
 - (b) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this grant agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
 - (c) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.
- 12.3 Small and Disadvantaged Business Requirements.**

- (a) If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26, including any amendments thereto.
- (b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 C.F.R. 200.321, including any amendments thereto.

12.4 Engineering and Design Services. As applicable, the Recipient shall award each contract or sub- contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the Project in the same manner that a contract for architectural and engineering services that is negotiated under the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

12.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under the Grant award.

12.6 Pass-through Entity Responsibilities. If the Recipient makes a subaward under the Grant award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

12.7 Subaward and Contract Authorization.

- (a) If the FHWA Office for Subaward and Contract Authorization identified in section 6 of schedule A is “FHWA Division,” then the Recipient shall comply with subaward and contract authorization requirements under 23 C.F.R chapter I.
- (b) If the FHWA Office for Subaward and Contract Authorization identified in section 6 of schedule A is “FHWA Office of Acquisition and Grants Management,” then the Recipient must follow the requirements in 2 C.F.R. 200.308, 2 C.F.R. 200.333, and 23 C.F.R. 172, as applicable. Approvals under 2 C.F.R. 200.308(f)(6) do not apply to the procurement of goods and services.

ARTICLE 13

COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount. Under the Grant Program award, the FHWA shall not provide funding greater than the amount obligated under section 4.2, and FMIS as applicable. The Recipient acknowledges that the FHWA is not liable for

payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

13.2 Projects Costs. The Grant Program award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs.

- (a) The Recipient shall not charge to the Grant Program award costs that are incurred after the budget period.
- (b) Except as permitted under section 13.3(d), the Recipient shall not charge to the Grant award costs that were incurred before the date of this grant agreement.
- (c) The execution of this grant agreement will terminate and supersede any previous FHWA approval for the Recipient to incur costs under the Grant Program award for the Project. Section 4 of schedule D is the exclusive FHWA approval of costs incurred before the date of this grant agreement.
- (d) If section 4 of schedule D identifies an advance construction authorization under 23 U.S.C. 115 or identifies a pre-award approval under 2 C.F.R. 200.458, then the Recipient may charge to the Grant Program award, for payment from the Grant Program grant or other Federal amounts, costs that were incurred before the date of this grant agreement, were consistent with that authorization, and would have been allowable if incurred during the budget period.

13.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the FHWA determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the Grant award unless approved in advance in writing by the FHWA.

13.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

13.6 Timing of Payments to the Recipient.

- (a) Reimbursement is the payment method for the Grant Program.
- (b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.7 Payment Method.

- (a) If the USDOT Payment System identified in section 5 of schedule A is “FMIS,” then

the Recipient shall follow FMIS procedures to request and receive reimbursement payments under this award.

- (b) If the USDOT Payment System identified in section 5 of schedule A is “DELPHI eInvoicing,” then the Recipient shall use the DELPHI eInvoicing System to request reimbursement under this award unless the FHWA agreement officer provides written approval for the Recipient to use a different request and payment method.
- (c) The FHWA may deny a payment request that is not submitted using the method identified in this section 13.7.

13.8 Information Supporting Expenditures.

- (a) If the USDOT Payment System identified in section 5 of schedule A is “DELPHI eInvoicing,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.
- (b) If the Recipient submits a request for reimbursement that the FHWA determines does not include or is not supported by sufficient detail, the FHWA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5 of schedule A is “DELPHI eInvoicing,” then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 14 LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

14.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations of award funds under this grant agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory funds cancellation date identified in section 7 of schedule F.
- (b) Liquidation of obligations and adjustment of costs under the project-specific agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 15 AGREEMENT MODIFICATIONS

15.1 Bilateral Modifications. The parties may amend, modify, or supplement this grant agreement by mutual agreement in writing signed by the FHWA and the Recipient. Either party may request to amend, modify, or supplement this grant agreement by written notice to the other party.

15.2 Unilateral Contact Modifications.

- (a) The Recipient may update the contacts who are listed in section 3 of schedule A by written notice to all of the FHWA contacts who are listed in section 4 of schedule A.
- (b) The FHWA may update the contacts who are listed in section 4 of schedule A by written notice to all of the Recipient contacts who are listed in section 3 of schedule A.

15.3 FHWA Unilateral Modifications.

- (a) The FHWA may unilaterally modify this grant agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this grant agreement under this section 15.3, the FHWA must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

15.4 Other Modifications. The parties shall not amend, modify, or supplement this grant agreement except as permitted under sections 15.1, 15.2, or 15.3. If an amendment, modification, or supplement is not permitted under section 15.1, not permitted under section 15.2, and not permitted under section 15.3, it is void.

ARTICLE 16 CIVIL RIGHTS AND TITLE VI

16.1 Title VI.

- (a) The purpose of sections 16.1(b)-16.1(c) is to ensure that the Recipient has a plan to comply with Title VI and 49 C.F.R. part 21, including any amendments thereto.
- (b) If the Recipient is a State DOT recipient of apportioned (formula) Federal-aid highway funding or a non-State DOT who has received other Federal funds and has a current Title VI Plan on file with the FHWA, then the Recipient shall submit to the FHWA before signing this grant agreement documentation showing that the Recipient has a current Title VI Plan on file with FHWA.

- (c) If the Recipient is a non-State DOT and does not have a current Title VI Plan on file with the FHWA then as described in chapter II, section 2 of DOT Order 1000.12C, including any amendments or updates thereto, FHWA must complete a Title VI Assessment of the Recipient before entering this grant agreement. Until DOT guidance on conducting such an assessment is finalized, FHWA may rely on the date of Title VI assurances provided with the signing of the grant agreement.
- (d) In this section 12.1, “**Title VI**” means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

16.2 Legacy Infrastructure and Facilities.

In furtherance of the Americans with Disabilities Act of 1990 (ADA), Pub. L. No. 101-336 (codified at 42 U.S.C. 12101-12213), and Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified at 29 U.S.C. 794), not later than one year after the date of this agreement, the Recipient shall develop a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards and are involved in, or closely associated with, the Project. Consistent with 49 C.F.R. part 27, even in the absence of prior discriminatory practice or usage, a Recipient administering a program or activity receiving Federal financial assistance is expected to take action to ensure that no person is excluded from participation in or denied the benefits of the program or activity on the basis of disability.

ARTICLE 17 CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

17.1 Critical Infrastructure Security and Resilience.

- (a) Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Critical Infrastructure Security and Resilience (NSM-22), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.
- (b) If the Security Risk Designation in section 3 of schedule F is “Elevated,” then, not later than two years after the date of this agreement, the Recipient shall submit to the FHWA a report that:
 - (1) identifies a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project;
 - (2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;
 - (3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;

- (4) documents the results of a self-assessment of the Recipient's cybersecurity posture and capabilities; and
- (5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 18

FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

18.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

18.2 Federal Law and Public Policy Requirements.

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) The failure of this grant agreement to expressly identify Federal law applicable to the Recipient or activities under this grant agreement does not make that law inapplicable.

18.3 Implementation of Executive Order 14025. Consistent with Executive Order 14025, "Worker Organizing and Empowerment" (Apr. 26, 2021), Schedule H, Labor and Work, documents the consideration of job quality and labor rights, standards, and protections related to the Project.

18.4 Implementation of Executive Order 14173

- (a) Pursuant to Section (3)(b)(iv)(A), Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- (b) Pursuant to Section (3)(b)(iv)(B), Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

18.5 Federal Freedom of Information Act.

- (a) The FHWA is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the FHWA by the Recipient related to this grant agreement may become FHWA records subject to public release under 5 U.S.C. 552.

18.6 History of Performance. Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this grant agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

18.7 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of the Grant Program award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

18.8 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 25 this grant agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R. part 175: Award Term for Trafficking in Persons; and
 - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
 - (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
 - (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, including any amendments thereto;
 - (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance;

- (4) 23 C.F.R. Chapter 1: Federal Highway Administration, Department of Transportation as, applicable to the Recipient.
- (5) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

18.9 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 19 ASSIGNMENT

19.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this grant agreement, any right to satisfy a condition under this grant agreement, any remedy under this grant agreement, or any obligation imposed under this grant agreement.

ARTICLE 20 WAIVER

20.1 Waivers.

- (a) A waiver of a term of this grant agreement granted by the FHWA will not be effective unless it is in writing and signed by an authorized representative of the FHWA.
- (b) A waiver of a term of this grant agreement granted by the FHWA on one occasion will not operate as a waiver on other occasions.
- (c) If the FHWA fails to require strict performance of a term of this grant agreement, fails to exercise a remedy for a breach of this grant agreement, or fails to reject a payment during a breach of this grant agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 21 ADDITIONAL TERMS AND CONDITIONS

21.1 Effect of Urban or Rural Designation. As applicable to the Grant Program, based on information that the Recipient provided to the FHWA, including the Technical Application, if section 1 of schedule F designates the Grant award as an urban award or a rural award, as defined in the NOFO, then the Recipient shall comply with the

requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

- 21.2 Disclaimer of Federal Liability.** The FHWA shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this grant agreement.

21.3 Relocation and Real Property Acquisition.

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R. part 24.

21.4 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient, a Designated Subrecipient, or a subrecipient acquires equipment under the Grant Program award, then when that equipment is no longer needed for the Project:
 - (1) if the entity that acquired the equipment is a State, the State shall dispose of that equipment in accordance with State laws and procedures; and
 - (2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. 200.313; and
 - (3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from the FHWA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310-200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 21.4 for all tiers of subawards under the Grant Program award.

21.5 Environmental Review.

- (a) In this section, “**Environmental Review Entity**” means:

- (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
 - (2) for all other cases, the FHWA.
- (b) Except as authorized under section 21.5(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
 - (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 et seq. and any other applicable environmental laws and regulations; and
 - (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.
- (c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Recipient acknowledges that:
 - (1) the Environmental Review Entity's actions under section 21.5(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in schedule B and other information described in this grant agreement may inform environmental decision-making processes, but the parties do not intend this grant agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this grant agreement, then:
 - (1) the parties may amend the grant agreement under section 15.1 for consistency with the selected build alternative; or
 - (2) if the FHWA determines that the condition at section 10.1(a)(5) is satisfied,

the FHWA may terminate this grant agreement under section 10.1(a)(5).

- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

21.6 Railroad Coordination. If section 3 of schedule C includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

ARTICLE 22

MANDATORY AWARD INFORMATION

22.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211

- (1) the “Federal Award Date” is the date of this grant agreement, as defined under section 24.2;
- (2) the “Assistance Listings Number” is provided in section 7 of schedule D; and
- (3) this award is not for research and development.

22.2 Federal Award Identification Number.

- (a) The Federal Award Identification Number (“FAIN”) will be generated when the FHWA authorizes the project in FMIS. If the Recipient is a State DOT, they acknowledge that they have access to FMIS and can retrieve the FAIN from FMIS. If the Recipient is a non-State DOT, they acknowledge that the FAIN is on the FMIS project authorization.

22.3 Recipient’s Unique Entity Identifier.

- (a) If the USDOT Payment System identified in section 5 of schedule A is “FMIS,” then the Recipient’s Unique Entity Identifier, as defined at 2 C.F.R. 25.400, is available in FMIS or GrantSolutions, as applicable. The Recipient acknowledges that it has access to FMIS or GrantSolutions and can retrieve the unique entity identifier from FMIS or GrantSolutions, as applicable.
- (b) If the USDOT Payment System identified in section 5 of schedule A is “DELPHI eInvoicing,” then the Recipient’s Unique Entity Identifier, as defined at 2 C.F.R. 25.400, is listed on page 1, line 4 of the Non-State DOT Recipient Signature Page.

ARTICLE 23 CONSTRUCTION AND DEFINITIONS

23.1 Schedules. This grant agreement includes the following schedules as integral parts:

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Project Changes
Schedule F	Grant Program Designations
Schedule G	Grant Performance Measurement Information
Schedule H	Labor and Work

23.2 Exhibits. The following exhibits, which are located in the document titled “Federal Highway Administration Exhibits to Competitive Grant Agreements”, and available at <https://www.fhwa.dot.gov/pgc/>, are part of this grant agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Project Progress Reports and Recertifications: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

23.3 Construction.

(a) In these General Terms and Conditions:

- (1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;
- (2) a reference to a section or other subdivision of a schedule listed in section 23.1 will expressly identify the relevant schedule; and
- (3) there are no references to articles or sections in this grant agreement portions of this grant agreement that are not contained in schedules listed in section 23.1.

(b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in this grant agreement, then this grant agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

23.4 Integration. This grant agreement constitutes the entire agreement of the parties relating to the Grant Program and awards under that program and supersedes any previous agreements, oral or written, relating to the Grant Program and awards under that program.

23.5 Definitions. In this grant agreement,, the following definitions apply:

“General Terms and Conditions” means this document, including articles 1–24.

“Grant” means an award of Federal Highway Administration grant program funds that were made available under the Notice of Funding Opportunity (“NOFO”) identified in section 7 of schedule D.

“Grant Amount” means the amount of the grant funds awarded to the Recipient in section 1 of schedule D.

“Grant Program” means the grant program on the title page of Schedules A to H to the Grant Agreement.

“Program Statute” means the collective statutory text in schedule F.

“Project” means the project proposed in the Technical Application, as modified by the negotiated provisions of this grant agreement, including schedules A to H.

“Technical Application” means the application identified in section 1 of schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 24

AGREEMENT EXECUTION AND EFFECTIVE DATE

24.1 Counterparts. This grant agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

24.2 Effective Date. This grant agreement will become effective when all parties have signed it. The date of this grant agreement will be the date this grant agreement is signed by the last party to sign it. This instrument constitutes a Grant when the FHWA’s authorized representative signs it.

APPENDIX F – SUBCONTRACTOR COMPLIANCE GUIDELINES (06/26)

It is TriMet's policy that all Prime contractors adhere to the compliance guidelines set forth in this document.

I. Pre-Award Guidelines

- A. Offeror should designate a qualified individual to manage all compliance matters on the project (Compliance Coordinator).
- B. Offeror should solicit the interest of small and local firms for two consecutive weeks to allow firms time to respond to the solicitation. Offeror should solicit through all reasonable and available means, including mailing and faxing information on subcontracting opportunities, advertising in local owned newspapers and community based organizations, and attendance at pre-bid meetings.
- C. Offeror should provide interested small and local firms with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
- D. Offeror should break out contract work items into economically feasible units and, where possible, identify rotation of work opportunities so that local and small businesses from the Portland metropolitan area are included. Offeror is encouraged to utilize small contract packages as necessary.
- E. Offeror is to complete and submit the Subcontractor Utilization Form showing all potential subcontractors, as well as additional local and small subcontractors expected to be utilized on this project and their scope of work and NAICS codes.
- F. Offeror must collect and submit the Offeror's List Collection Form. The Offeror's list collection form in Excel is provided under separate file in TriP\$ and must be completed and returned (via upload into TriP\$) at proposal submission/bid time. Not returning the Offeror's List Collection Form may cause the proposal/bid to be unresponsive and cause its rejection.

II. Post-Award Requirements

- A. Contractor's Compliance Coordinator shall schedule monthly project meetings with TriMet's Business and Contractor Development designee, and the certified payroll compliance coordinator or as otherwise required by TriMet. Contractor must maintain records of all subcontracts into TriMet's compliance software. Such records shall show the name and business address of each subcontractor or vendor and the total dollar amount actually paid to each subcontractor or vendor.
- B. Contractor must submit monthly audits into the compliance reporting system for progress payments made to all tiers of subcontractors and must require all tiers to report payments to their subs into the system. Monthly subcontractor value updates must be sent to TriMet's compliance designee to update all tiers subcontract values. See Monthly Retainage Report Form attached as **Exhibit 2**. Federal prompt payment requirements

must flow down to all lower tier subcontractors. Prompt payment and return of retainage requirements established by the USDOT under 49 CFR 26.29 apply to all subcontractors.

- C. If at any time the Prime contractor would like to descope, substitute or terminate a Local/Small Business, notification to the Project Manager and TriMet's Compliance Coordinator must happen prior to this happening. Prime contractor must follow the rules of 49 CFR part 26.53 to terminate, replace or substitute scope of work.
- D. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract.
- E. Contractor must review Appendix G for Workforce Hiring and Training Program (if applicable).
- F. The Contractor must comply with all certified payroll requirements. Certified payroll will be entered into TriMet's program for collection of certified payroll reports. The Contractor is required to monitor timely entry of all certified payroll from all subcontractors and coordinate with TriMet's compliance coordinator.

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Form Instructions

Subcontractor Name: Enter the name of each subcontractor performing work on the contract.

Start Date: Enter the date the subcontractor began work on the contract.

Percent Complete: Enter the percentage of contract work completed by the subcontractor as of the date of this form.

Monthly Amount of Retainage: Enter the dollar amount of retainage being withheld for the month being reported on this form.

Total Amount of Retainage: Enter the total dollar amount of retainage being withheld from the subcontractor since their work began.

Retainage Release Date: Enter the date the retainage has been released to the subcontractor. If not released during the month of reporting on this form, leave blank.

Date Subcontractor's Work (physical and paper) Completed: Enter the date all outstanding paperwork was received (affidavit of wages paid, certified payroll, etc.)

Remarks: Enter relevant comments.

END OF APPENDIX F – SUBCONTRACTOR COMPLIANCE GUIDELINES