DATE: November 2, 2026

Request for Proposals

Renewable Natural Gas RFP #RNGREBATE27

Rogue Valley Transportation District
101 S. Front Street
Medford, OR 97501

TABLE OF CONTENTS

PART 1 INSTRUCTIONS FOR PROPOSERS

PART 2 EVALUATION OF PROPOSALS

PART 3 SCOPE OF SERVICES AND SPECIFICATIONS

PART 4 PROPOSAL FORMS / EXHIBITS 1-11

PART 5 FTA CLAUSES

PART 1

INSTRUCTIONS FOR PROPOSERS

RFP No. RNGREBATE27

RENEWABLE NATURAL GAS

RVTD OVERVIEW

The Rogue Valley Transportation District is a Public Transportation Special District formed in 1975 and serves seven cities within Jackson County, Oregon. RVTD is funded through property taxes, fare revenue, state and federal grants, advertising and other miscellaneous revenue. RVTD operates 7 routes, Monday – Saturday. RVTD's fixed route fleet is primarily CNG fueled buses that operate approximately 744,000 miles annually approximately 165,300 (GGE) or approximately 206,625 therms per year.

SECTION 1: INTRODUCTION

RVTD intends to enter into a five-year contract with the option of two, 5-year contract renewals with the successful proposer. The successful proposer is to provide Renewable Natural Gas credits or revenue shares at a "Fixed" rate or "Market" rate whichever is higher based upon offtake consumption as detailed in Part 3 "Scope of Services and Specifications" of this RFP. Revenue shall be agreed upon for each 5-year period. At the commencement of the initial 5-year period, and prior to the next contract renewal, RVTD will request new revenue share pricing per therm to ensure competitive pricing in accordance with standard procurement best practices. RVTD reserves the right to not renew the contract if pricing is deemed unsatisfactory.

The terms "proposer," "contractor," and "supplier" are used interchangeably herein and all refer to the provider of Renewable Natural Gas credits or revenue shares providing a proposal in response to this RFP.

Proposers and successful Contractor shall be licensed in the State of Oregon to do the work required under this solicitation and resultant contract.

All items or services to be furnished hereunder shall meet all applicable state and federal requirements of the Occupational Safety and Health Standard.

Supplier shall obtain and maintain in current status all applicable permits and licenses.

SECTION 2: PROJECT MILESTONES

RFP Publication	November 2, 2026
Questions Due	November 20, 2026
Proposals Due to RVTD	December 9, 2026
Evaluation of Proposals	Early December
Notice of Intent to Award	December 18, 2026
Contract Award and Notice to Proceed	January 1, 2027

SECTION 3: INSTRUCTIONS TO PROPOSERS

1. A. <u>Proposal Submission Requirements:</u>

Responses shall be submitted ELECTRONCIALLY using "RFP RNGREBATE27 in the subject line. All correspondence including the submission of the proposals shall be sent to:

RFP@RVTD.ORG

Proposals must be submitted as follows:

i. Response and required proposal documents including a sample contract
ii. Digital signatures on forms are permitted.
iii. Submit electronically with a cover letter to:

Nick Black
Maintenance Manager

iv. Proposals must be received by RVTD by 5:00 p.m. Pacific Standard Time, December 9, 2026 Late submittals will not be considered.

v. If hard copies are the proposer's preferred submittal method they must be postmarked no later than 12/9/2026 and addressed to Nick Black RVTD 101 S Front St. Medford, OR 97501 with "RFP#RNGREBATE27" clearly marked on the package.

B. <u>Responder's List:</u> All interested proposers shall contact RVTD at <u>RFP@RVTD.ORG</u> to request to be added to the RFP Responder's List. RVTD will only provide updates

such as addendums and modifications and clarifications and responses to the Responders list and will also be posted to RVTD's website, www.rvtd.org.

C. **Exceptions / Modifications to Drawings and Specifications:** Proposers may not take exception to, or modify any part of, the RFP.

D. **Right of Rejection / Cancellation and Irregularities:** RVTD reserves the right to reject any or all proposals, or part thereof, to accept one or more items of a proposal without obligation as to other items. RVTD reserves the right to cancel this RFP / solicitation at any time without liability prior to execution of a contract by RVTD if it is in RVTD's or the public's best interest and is not liable for any costs the firm incurs while preparing or presenting the proposal. All proposals will become part of the public file without obligation to RVTD. RVTD enforces the right to wave irregularities anytime through the solicitation process.

E. **Late Proposals:** Proposals submitted or received after the date and time indicated herein will not be accepted. Requests for extensions of the proposal closing date or time may be requested prior to the deadline for receipt of Proposer questions noted above. Timely requests will be considered, but RVTD reserves the right to extend the due date or decline to extend the due date at its sole discretion.

F. **One Proposal; Partial Proposals:** A Proposer may not submit more than one (1) proposal in response to this solicitation. No partially completed proposals will be accepted and will be rejected if not properly completed based on the solicitation guidelines.

G. **Single-Proposer Responsibility:** Single-Proposer responsibility is required under this RFP. Each Proposer responding to this RFP must provide all professional services/goods and provide all materials, equipment, supplies, transportation, freight, special services, and other work described or otherwise required herein for each project task.

H. **Withdrawal or Modification of Proposals:** Proposals shall not be modified after the due date and time for proposal submittal. Proposals may be withdrawn by Proposer before proposal due date and time as specified within this solicitation.

I. **Requests for Clarification or Modification:** All requests for clarification or modification of the RFP shall be made in at least 5 business days prior to the proposal due date. All requests submitted prior to the deadline for receipt of questions shall be responded to and made available to the Responder's List. Where applicable, Proposers are required to provide the value of each proposed modification and a brief explanation as to why the change is requested. Value shall

be defined as any cost or savings to RVTD and the advantage to RVTD of the proposed change.

J. **Required Forms:** Forms that are required to be submitted are in Section 4. If a form does not apply to your business or proposal, please mark the form "Not Applicable." Sign and date each form. Failure to complete all forms will result in your Proposal being ruled nonresponsive. Nonresponsive Proposals will not be evaluated or awarded a contract. **Digital signatures will be accepted on proposal forms only. Contract must have forms signed in long hand.**

K. **Addenda:** Modifications to this RFP shall be made only by addenda sent to the Responder's List and posted to the RVTD website. Verbal, faxed, or e-mailed instructions, interpretations, and changes shall not serve as official expressions of RVTD and shall not be binding. All cost adjustments or other changes resulting from said addenda shall be taken into consideration by Proposers and included in their proposals. All addenda issued by RVTD shall be acknowledged by Proposer on the Acknowledgement of Addenda form.

L. **Experience and Qualifications (Requirement):** Proposer must demonstrate to the satisfaction of RVTD that they possess the qualifications, experience, skill, licenses, necessary facilities, and financial resources required to perform the contract services in a satisfactory manner and within the required time.

   i. **Introduction or Cover Letter (Required):** Provide a brief introduction to the Proposer, and/or an introduction of all members who may be involved in the contract resulting from this RFP. Describe primary business experience of the Proposer, length of time in business, organizational structure, size, capabilities, financial ability of proposer to fulfill obligations of resultant contract award, ownership, the location of office(s), telephone number, email address, web-address, and any other information that the proposer deems pertinent and introductory in nature.

   ii. **Qualifications of Propose (Required):** The Proposer shall describe its knowledge and past project experience relevant to RVTD's needs as listed in Part 3 Scope and Specifications of this RFP, including the Proposer's direct experience on projects of similar size, scope and complexity.

M. **Ambiguity in Specifications:** Proposers shall promptly notify the RVTD by using the email RFP@RVTD.ORG of any ambiguity, inconsistency, or error that they may discover upon examination of the proposal documents.

N. **DBE (Disadvantaged Business Enterprise):** RVTD has an overall agency goal of 0.375 percent for the utilization of DBEs using race neutral means. RVTD strongly

encourages and expects Proposers to pursue subcontracting, mentoring, joint venturing, teaming, and partnering opportunities with DBE firms in the ordinary course of its business/teaming strategies. Proposers are encouraged and expected to create a level playing field to the maximum practical extent, consistent with the objectives and requirements of the RVTD DBE Program, which is based on federal regulations codified at 49 CFR Part 26. The DBE participation goal applies to the total value of the contract including the results of all pre-award negotiations and post-award change orders/modifications. **DBE Participation is not required for this project.**

O. **Solicitation and Attachments:** The Solicitation and any attachment or exhibit to this RFP shall be incorporated into and made a part of the resulting Contract. In the event of a conflict between the provisions contained in the body of this RFP, the solicitation, and any attachment or exhibit, the terms in the body of the resulting Contract will control.

P. **Waiver of Liens:** The Proposer is responsible for the payment of all bills for labor and materials furnished by, or to, their subcontractors and itself. Upon presentation of the billing, subcontractor shall certify that they are submitting such lien waivers for all of their lower tier subcontractors and material suppliers that have furnished services or materials for the previous billing period. A Bond in lieu of Waivers will not be satisfactory.

R. **Protest:** Duty to Exhaust Local Procedures. Once the Contract exhaust RVTD's protest procedures, as described in the applicable RVTD Procurement Policy, the Contract may request review from the FTA. Protests shall on be accepted from participating proposers and must be submitted in writing and in a timely fashion, in accordance with RVTD's formal protest procedures. RVTD's formal protest procedures may be viewed at www.rvtd.org under RVTD Bid Protest Procedures.

S. **Certification:** By submitting its proposal, proposer certifies that it is in compliance with the State of Oregon statutory requirements governing registration of corporations and/or assumed business names. Further, by submitting its proposal, proposer certifies that it is, and that its subcontractors are, in compliance with the State of Oregon statutory requirements governing registration of the Oregon Construction Contractors Board.

T. **Plan & Ability To Meet Scope & Specifications (Requirement):** Provide a detailed description of proposers plan and ability to address and meet the scope and specification requirements of this RFP.

U. **NOTICE REGARDING PUBLIC RECORDS REQUESTS:** The following is not to be considered legal advice. If you have questions or need legal advice, you should consult with an attorney.

RVTD regularly receives requests from members of the public for its records and documents pursuant to Oregon's Public Records Law (ORS 192.410 – 192.505) and the federal Freedom of Information Act (FOIA), 5 U.S.C. § 552. If you submit documents or other information to RVTD, it is possible that RVTD could legally be required to disclose that information upon request.

However, RVTD is prohibited from disclosing certain information that is confidential or a trade secret. If you submit confidential information or trade secrets to RVTD, it is important that you clearly label that information as "confidential" or "trade secret." You can also label other information as "non-confidential." This will enable RVTD staff to readily identify non-disclosable information and properly redact it if we receive a Public Records Request.

Please note that labeling everything as "confidential" does not mean the information is actually confidential or that RVTD is prohibited from disclosing it. Instead, RVTD's staff and attorneys examine all requested records and independently determine whether RVTD is required to or prohibited from releasing the information. Properly labeling information as "confidential" or "non-confidential" better enables RVTD to meet its legal responsibilities while protecting your business by not inadvertently disclosing your secrets to the public.

END OF PART 1

PART 2

EVALUATION OF PROPOSALS

1.1 Evaluation Criteria and Procedure

It is intended that one contract be awarded to the responsible, responsive Proposer whose proposal RVTD determines in writing is the most advantages to RVTD. Only those Proposals determined to be responsive will be considered for award.

It is anticipated that RVTD will select a firm and award a contract for goods and services. The selection will be made based on the proposals submitted and the evaluation criteria listed below. However, RVTD reserves the right to contact proposers to obtain information for clarification purposes during the evaluation phase.

An Evaluation Committee (SEC) will be appointed to evaluate the proposals received. Each of the criteria listed below will be reviewed by the committee for the purpose of scoring proposals, based on how fully each proposal meets the requirements identified in this RFP# RNGREBATE27.

RVTD shall utilize a multi-step approach in the initial selection / evaluation process.

- During the first step of the evaluation process, proposal submittals will be evaluated based on the responsiveness with submitting all required forms and information, qualifications & experience, compliance with technical & financial requirements, and pricing as listed below in the evaluation criteria to set and establish a competitive range.
- The Evaluation Committee reserves the right to make and award to the highest score Proposer, based upon the initial rankings, and to bypass the interview process. The initial rankings will then become the final rankings.
- The Evaluation Committee reserves the right to choose to select the highest score Proposers in a competitive range and request an Interview / Presentation.
- The Evaluation Committee additionally reserves the right to request interviews and Best And Final Offers (BAFO) with those proposers in the competitive range which would then become part of the final evaluation and rankings.

EVALUATION CRITERIA:

A. Format of Proposals

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements specified within this RFP. Submission of technical literature, display charts, or other supplemental materials is the responsibility, and within the discretion, of the Proposer.

(1) Proposers shall submit proposals as set forth in this RFP PART 1.

(2) Proposers are cautioned not to minimize the importance of an adequate response in any area.

(3) Proposers shall use a standard 12-point font, single-spaced and one-inch page margins.

B. Content of Proposals

The items described in each section below shall be addressed in the proposal documents at a minimum. **The evaluation of the Proposals will be based on proposer's qualifications, demonstrated capability to satisfy the requirements of the RFP through references, and Pricing.** All proposals shall be initially evaluated and ranked, based on the following criteria, with the weight shown in parenthesis.

DESCRIPTION OF CRITERIA	POINTS POSSIBLE
Revenue Per Therm	70
Qualifications of Proposer	20
References	10
TOTAL POSSIBLE SCORE	**100**

1) Revenue Price Proposal (Exhibit #11) (70 Possible Points)

RVTD will consider price proposals from those Proposers technically qualified to perform the work.

The Proposer shall provide a completed, signed copy of the Price Proposal form provided in this RFP (see Price Proposal Exhibit #11)

The Pricing form provides two (2) options including a "Fixed" price used during the duration of the contract, a second option for a "Market" price used during the duration of the contract or a combination of the two options of which RVTD receives the higher of the two price points during each payment cycle. Proposers have the option to only choose one pricing methodology and are not obligated to offer pricing for both options.

RVTD reserves the right to add or delete quantities during any resultant contract period. The items described on the Price Proposal form are based on assumed initial need and does not guarantee a minimum or maximum order.

2) Qualifications and Experience of Firm (20 Possible Points)

(a) Introduction or Cover Letter: Provide a brief introduction of the Proposer, and/or an introduction of all principal members who may be involved in this contract.

- Describe primary business experience of the Proposer,
- Proposer's overall mission statement,
- Provide an overview of services offered,
- Length of time in business,
- Organization structure,
- Size and capabilities,
- Ownership,
- The location of office(s),
- Telephone number, e-mail address, web-site address, and
- Any other information the Proposer deems pertinent and introductory in nature.
- A primary contact person for solicitation purposes with phone number, e-mail address and fax number must be included.

(b) Qualifications of Proposer: The Proposer shall describe its knowledge and past project experience relevant to RVTD's needs, including the Proposer's direct experience on projects of similar size, scope and complexity; include dates, locations, type of service, project managers, and names, addresses, contact persons and telephone numbers of clients. Include a minimum of three examples of demonstrating relevant work history and experience.

3) References (10 Possible Points)

References (Exhibit 12): The references outlined on proposal shall give the name of a contact person with knowledge of Proposer's work; that person's address, telephone number, and company; and a description of the type of work performed. References may be contacted by RVTD. Include a minimum of three references able to report on relevant work history and experience. References can be the same clients listed in section 2 above.

C) Cost / Price Analysis

RVTD will perform a cost / price analysis based on the expected revenue per therm. RVTD reserves the right to require cost data associated with proposed pricing in order to perform a cost analysis. Allowability of costs will be determined in accordance with FTA and Federal Acquisition Regulations (FAR).

END OF PART 2

PART 3

SCOPE OF SERVICES AND SPECIFICATIONS

1. Scope of Work:

RVTD is seeking qualified firms or producers of RNG to provide revenue shares of RNG production based upon offtake consumption by RVTD.

2. Background:

RVTD currently purchases its natural gas from the local public utility, Avista. Natural Gas usage for transportation fueling purposes averages approximately 165,300 (GGE) or approximately 206,625 therms per year. It is estimated this will stay consistent through 2031. RVTD's goal is to reduce its energy costs and greenhouse gas emissions (by way of rebates) while maintaining the highest possible degree of reliability and quality in its natural gas supply to ensure RVTD's natural gas powered vehicles can be fueled and operated every day of the year.

3. Contractor Deliverables:

A. The Contractor shall be responsible for all regulatory aspects of registering RVTD's fueling station.

B. Proposers shall provide samples of marketing materials and detail how they will partner with RVTD marketing in order to promote the usage of RNG.

C. The Contractor shall commit to an annual volume (in Therms) of renewable natural gas they will provide based on volume usage in table below:

Table 1. Estimated Annual Usage

Year	GGE	Therms
2027	165,300	206,625
2028	165,300	206,625
2029	165,300	206,625
2030	165,300	206,625
2031	165,300	206,625

D. The Contractor shall provide monthly balancing and associated reporting as required by the Natural Gas Supplier.
E. The Contractor shall provide a quarterly cumulative accounting of RVTD's RNG credits balance.
F. Contractor shall maintain an auditable record keeping system and "paper / electronic trail".

4. RVTD Deliverables:

A. RVTD shall utilize the renewable natural gas for all CNG filled vehicles and equipment and provide to the Contractor confirmation of usage.

B. RVTD shall provide information required to secure Contractor provided RNG credits through the Environmental Protection Agency (EPA).

5. Supporting Information:

A. RVTD's fueling shall be performed at the following location – 3150 Crater Lake Ave., Medford, Oregon 97504.

END OF PART 3

PART 4

PROPOSAL FORMS

EXHIBITS 1 – 11

ROGUE VALLEY TRANSPORTATION DISTRICT EXHIBITS

The following items must be included in your proposal in order to receive consideration. Failure to complete all forms included in this package may result in your proposal being ruled nonresponsive. Nonresponsive proposals will not be considered for a contract award. Please sign and date each form and/or certification (Digital signatures will be accepted).

- ☐ Proposer Sample Invoice (Provided by Proposer)
- ☐ Exhibit #1 – Proposal Form
- ☐ Exhibit #2 – Acknowledgement of Addenda to RFP
- ☐ Exhibit #3 – Non-Collusion Affidavit
- ☐ Exhibit #4 – Organizational Conflict of Interest
- ☐ Exhibit #5 – Contractor's Representative & Warranties Certification
- ☐ Exhibit #6 – DBE Participation Commitment Statement
- ☐ Exhibit #7 – Federal Debarment & Suspension Certificate
- ☐ Exhibit #8 – Certification Regarding Lobbying
- ☐ Exhibit #9 – Federal Tax Liability and Felony Conviction
- ☐ Exhibit #10 – References
- ☐ Exhibit #11 – Proposed Pricing

EXHIBIT #1

PROPOSAL FORM

The undersigned ("Proposer"), upon acceptance by RVTD, agrees to furnish work in accordance with the Request for Proposal No. RNGREBATE27.

PROPOSER: The undersigned certifies as follows:

1. That he/she has read and understands all requirements and specifications of the Request for Bid (including any exhibits also posted); and
2. That he/she agrees to all requirements, specifications, terms, and conditions of the proposal referenced above; and
3. That he/she will furnish the designated item(s) and/or service(s) as quoted in the Proposal; and
4. That he/she certifies under penalty of perjury that Proposer is, to the best of his/her knowledge, not in violation of any Oregon tax law; and
5. That his/her company has been certified as one of the following registered business classifications: DBE _____ MBE _____ WBE _____ Corporation _____ Veteran-Owned _____ Other, identify: _____

6. Federal Tax I.D. Number _____

   Dun's Number: _____

   Firm's Name: _____

   Firm's Address: _____

   Contact Person: _____E-mail_____

   Authorized Signature: _____Date: _____

   Telephone Number: _____Fax Number: _____

   Name of Project Manager and Title: _____

   _____

7. Accounts Receivable Address, if different from above:

   _____

Proposer understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with RVTD that incorporates the terms and conditions of the entire Request for Proposal package.

Proposer understands that this proposal constitutes a firm offer to RVTD that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. If awarded the contract, Proposer agrees to deliver to RVTD the required insurance certificates within ten (10) calendar days of the Notice of Award.

IMPORTANT: This form must be signed below by an authorized representative of the proposing firm, to authenticate the proposal.

Authorized Signature:

_____Date:_____

Printed Name:

_____

Title: _____

EXHIBIT #2

ACKNOWLEDGMENT OF ADDENDA

The following form shall be completed and included in the Proposal.

Failure to acknowledge receipt of all addenda may cause the Proposer to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.		**Dated**
Addendum No.		**Dated**
Addendum No.		**Dated**
Addendum No.		**Dated**
Addendum No.		**Dated**
Addendum No.		**Dated**
Addendum No.		**Dated**
Addendum No.		**Dated**
Addendum No.		**Dated**
Addendum No.		**Dated**

Contractor Name:
_____

Signature of Authorized Representative:
_____

Printed Name: _____Date:
_____

Title/Position:
_____

EXHIBIT #3
NON-COLLUSION AGREEMENT

I state that I am (the sole owner) (a partner) (an officer) (an agent) of _____, and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this offer.

I state that:

1. The price(s) and amount of this offer have been arrived at independently and without consultation, communication, or agreement with any other contractor, Proposer, or potential Proposer.
2. That neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal; have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the Proposal opening/closing.
3. No attempt has been made or will be made to induce any firm or person to refrain from Proposing on this contract, or to submit a Proposal higher than this Proposal, or to submit any intentionally high or competitive Proposal or other form of complementary Proposal.
4. The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other form of competitive Proposal.
5. _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposing on any public contract.

I state that _____ understands and acknowledges that the above representative are material and important, and will be relied on by Rogue Valley Transportation District in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Rogue Valley Transportation District of the true facts relating to the submission of Proposals for this contract.

Signed _____ Date _____

Printed Name and Title _____

EXHIBIT #4

ORGANIZATIONAL CONFLICT OF INTEREST AND AVOIDANCE / MITIGATION PLAN

This disclosure statement outlines potential organizational conflicts of interest, either real or apparent, which as a result of activities or relationships with other persons or entities, such person or entity:

1. Is unable or potentially unable to render impartial assistance or advice to Rogue Valley Transportation District; or
2. Is or might be otherwise impaired in its objectivity in performing the contract work; or
3. Has an unfair competitive advantage.

SECTION I. List potential organizational conflicts of interest. An organizational conflict of interest exists where other activities, relationships, or contracts of a contractor inhibit, affect, or prevent the contractor from rendering impartial assistance or advice to RVTD; a contractor's objectivity in performing the contract work is or might be otherwise impaired (e.g., a contractor assisting with a design might have a financial interest in a product or system that could be utilized in implementing that design); or a contractor has an unfair competitive advantage which might be gained through its involvement in writing, or reviewing the solicitation and contract documents, including the scope or specification except as part of a general industry review.

SECTION II of this disclosure statement described the management plan for avoiding or neutralizing the potential Organizational Conflicts of Interest as described in SECTION I of this disclosure statement. I acknowledge that Rogue Valley Transportation District may require revisions to the management plan described in SECTION II of this disclosure statement prior to approving it, and that Rogue Valley Transportation District has the right, in its sole discretion, to limit or prohibit my involvement in the Project as a result of the potential conflicts of interest described in SECTION I of this disclosure statement.
If Not Applicable write "N/A" on the first line.

SECTION Ia: [Name of Person or Firm Potentially Conflicted]
_____

SECTION Ib: [Current Project Name and Scope of Work]
_____

SECTION Ic: [Future Project Name and Description of Potential Conflict of Interest]
_____

SECTION II: [Name of Person or Firm Potentially Conflicts of Interest]
_____

Signed_____Date_____

Printed Name and Title _____

EXHIBIT #5

(State of Oregon)

Contractor hereby represents and warrants to Rogue Valley Transportation District (RVTD) that:

1. Contractor has the power and authority to enter into and perform this Contract.

2. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

3. Contractor (to the best of Contractor's knowledge, after due injury) has never knowingly or intentionally failed to comply with:

   i) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
   ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
   iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
   iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

4. Any goods and/or services to be provided by RVTD, in the performance of Contractor's obligations under this Contract, shall be provided to RVTD free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

Contractor Name: _____

Signature of Authorized Representative: _____

Printed Name: _____Date: _____

Title/Position: _____

EXHIBIT #6

DBE LETTER OF INTENT
(IF APPLICABLE)
(To be completed by each DBE)

To: _____
(Name of Prime Proposer)

The undersigned intends to perform work in connection with the above project as a DBE in the following capacity (check one):

☐ Individual ☐ Corporation

☐ Partnership ☐ Joint Venture

This Disadvantaged Business status of the undersigned is confirmed:

(a) On the reference list of Disadvantaged Business Enterprises dated _____, or
(b) On the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (specify in detail the particular work items or parts thereof to be performed):

_____

_____

_____

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of an agreement with RVTD.

Date_____ _____
Name of Disadvantaged Business Enterprise

By _____

EXHIBIT #7

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 U.S.C. § 6101 and similar federal requirements regarding debarment, suspension, and ineligibility with respect to federal funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier (subcontractors) covered transaction it enters into.

By signing and submitting its Proposal or Proposal, the Proposer or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied by Rogue Valley Transportation District. If it is later determined that the Proposer or Proposer knowingly rendered an erroneous certification, in addition to remedies available to Rogue Valley Transportation District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer or Proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions (subcontractors).

If the Proposer or Proposer is unable to certify to the statement above, it shall attach an explanation and indicate that it has done so by placing an “X” in the following space _____.

_____
Signature of the Proposer or Proposer Authorized Official

_____
Name and Title of the Proposer or Proposer Authorized Official

_____
Federal ID #

_____
Date

EXHIBIT #8

CERTIFICATION REGARDING LOBBYING

Certifications for Contracts, Grants, Loans, and Cooperative Agreements Exceeding $100,000

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

1. No federal-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal-appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph 2 herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

EXHIBIT #9

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION

The contractor hereby certifies the following:
Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
The contractor agrees to require all subcontractors to provide this certification and to flow this requirement down to participants at all lower tiers, without regard to the value of any subcontract.

Company:

_____

Name:

_____

Title:

_____

Signature: Date: _____

EXHIBIT #10

REFERENCES

REFERENCE 1:
CONTACT PERSON: _____

COMPANY: _____

ADDRESS: _____

TELPHONE NUMBER AND EMAIL ADDRESS:_____

DESCRIPTION OF TYPE OF WORK PERFORMED: _____

_____

REFERENCE 2:
CONTACT PERSON: _____

COMPANY: _____

ADDRESS: _____

TELPHONE NUMBER AND EMAIL ADDRESS:_____

DESCRIPTION OF TYPE OF WORK PERFORMED: _____

_____

REFERENCE 3:
CONTACT PERSON: _____

COMPANY: _____

ADDRESS: _____

TELPHONE NUMBER AND EMAIL ADDRESS:_____

DESCRIPTION OF TYPE OF WORK PERFORMED: _____

EXHIBIT #11
PROPOSED PRICING FORM
for
RENEWABLE NATURAL GAS CREDITS

Supplier's Legal Name: _____

Contact Name: _____

Title: _____

Telephone: _____

Email: _____

Performance Obligation:

Firm Supply is required and it will be assumed the successful supplier will pay RVTD on a per therm basis for all CNG dispensed, regardless of credit prices or gas generation at the source. RVTD will agree to a "Regulatory Out", meaning if the Renewable Fuels Standard (RFS) or Clean Fuels Program (CFP) are modified in a manner that no longer makes it economical for the supplier.

Quantity of RNG Supplied: 100% of RVTD's CNG Dispensed

Delivery Term: FIVE YEARS BEGINNING AT CONTRACT EXECUTION WITH 2 FIVE-YEAR EXTENSIONS SUBJECT TO AGREED UPON PRICING.

Revenue Share on Green Attributes:

Please select one, or a combination, of the options below for which you will calculate RVTD payments. Assume approximately 165,300 (GGE) or approximately 206,625 therms per year. Fixed

- Fixed Price Per therm of CNG Dispensed: $_____
- Market Price- Floor Price:_____ cents per therm, with _____ % share of Brown Gas CFP Credits, plus _____% share of incremental CFP Credit Revenue for the use of RNG.

EXHIBIT #11 (CONTINUED)

NOTE: It is assumed that if the Proposer provides pricing for both options that they will pay RVTD the "Fixed" price or the 'Market" price, whichever is greater for the duration of the initial 5-year contract. Proposers are not obligated to provide pricing for both options and can elect to only provide pricing for one.

Comments/Explanation of Offer (if necessary)

_____

_____

_____

PROPOSED PRICING FORM
for
RENEWABLE NATURAL GAS CREDITS

Contractor Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Federal Tax ID#: _____

Dun and Bradstreet #: _____

END OF PART 4

PART 5
FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS
(MA 34 § 4(g))

The Contractor agrees to provide a certification that as a Third Party Participant— (A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. Flow-Down- The Third Party Participant will flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

ACCESS TO RECORDS AND REPORTS
49 U.S.C. § 5325(g) 2 C.F.R. § 200.333 49 C.F.R. part 633

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

CIVIL RIGHTS LAWS AND REGULATIONS
The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations.

Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In

addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

PRIVACY ACT

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c)(1) Operation of a system of records, as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) Record, as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) System of records on individuals, as used in this clause means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 C.F.R. part 26

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

DBE Participation
For the purpose of this Contract, the AGENCY will accept only DBE's who are:
Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
Certified by another agency approved by the AGENCY
DBE Participation Goal
The DBE participation goal for this Contract is set at 3.75%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than % of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.
DBE UTILIZATION FORM
The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):
_____ The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.
_____ The Bidder/Offeror (if unable to meet the DBE goal of 3.75%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts. If no DBE participation state "0%".
DBE PARTICIPATION SCHEDULE
The Bidder/Offeror shall complete the following information for all DBE's participating in the contract
That comprises the DBE Utilization percent stated in the DEB Utilization Form

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description of Work To Be Performed	Race and Gender of Firm

ENERGY CONSERVATION
42 U.S.C. 6321 et seq. 49 C.F.R. part 622, subpart C

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
2 C.F.R. part 180 2 C.F.R part 1200 2 C.F.R. § 200.213 2 C.F.R. part 200 Appendix II (I) Executive

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

Debarred from participation in any federally assisted Award;
Suspended from participation in any federally assisted Award;
Proposed for debarment from participation in any federally assisted Award;
Declared ineligible to participate in any federally assisted Award;
Voluntarily excluded from participation in any federally assisted Award; or
Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
49 U.S.C. § 5323(l) (1) 31 U.S.C. §§ 3801-3812 18 U.S.C. § 1001 49 C.F.R. part 31

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

RECYCLED PRODUCTS
42 U.S.C. § 6962 40 C.F.R. part 247 2 C.F.R. part § 200.322

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

TERMINATION CLAUSES
Termination for Convenience

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

Opportunity to Cure

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 calendar days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 calendar days after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Branch

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

Termination for Default (Supplies and Service)

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

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

FEDERAL CHANGES 49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts. Flow down Requirements: The Federal Changes requirement flows down appropriately to each applicable changed requirement. Federal Changes - Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NCTD and FTA , as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.