FEDERAL REQUIREMENTS

This exhibit applies to Ride Connection preventive maintenance contracts below $100,000 with no construction.

1 APPLICABLE FUNDING TERMS

The Services receive Federal Transit Administration (FTA) assistance under 49 U.S.C. 5310 through the Oregon Department of Transportation (ODOT), Public Transportation Division. Ride Connection is ODOT's subrecipient. Contractor is the provider signing this contract. State means Oregon acting by and through ODOT.

Contractor shall comply with federal laws and requirements that apply to its work, including applicable provisions of 2 CFR Parts 200 and 1201, the FTA Master Agreement, and FTA Certifications and Assurances incorporated into the ODOT funding agreement. Ride Connection shall identify and provide the applicable versions and terms under Section 1. Applicable guidance includes FTA Circulars 5010.1F, 9070.1H, and 4220.1G to the extent incorporated into the funding agreement or otherwise applicable to the work. Before execution, Ride Connection shall identify the ODOT funding agreement number, its expiration date, the FTA Master Agreement version incorporated into the federal award, and the applicable incorporated funding terms, and shall provide those terms to Contractor. Prescribed federal wording is reproduced in Sections 5 and 13. The federal distracted-driving special provision is reproduced in Section 15. Other provisions state contract duties where the cited authority does not prescribe a single verbatim contractor clause. Supplemental contract duties do not replace or alter prescribed federal wording.

Express modifications and exclusions in the ODOT funding agreement remain effective. This general incorporation does not restore an expressly excluded term. Mandatory federal law controls any conflict. Contractor shall not take or omit an action that causes a violation of an applicable federal requirement. Ride Connection shall identify and provide applicable changes to funding requirements. Changes to the Services, price, or term remain subject to the contract amendment process.

Ride Connection shall determine whether the provider is a contractor or a subrecipient based on the actual relationship under 2 CFR 200.331. If the provider is a subrecipient, Ride Connection shall include the required subaward terms in the agreement. This procurement exhibit alone does not supply every required subaward term.

2 SUBCONTRACTS AND LOWER TIER AGREEMENTS

Contractor shall include each applicable federal requirement in its subcontracts and purchase orders and shall require further inclusion at lower tiers when required. Applicability depends on the type and value of the work and the governing funding terms. A flow-down requirement does not make an otherwise inapplicable clause apply. Contractor remains responsible for its subcontractors and shall provide Ride Connection the information needed to verify compliance.

3 ACCESS TO RECORDS AND RECORD RETENTION

Contractor shall give Ride Connection, ODOT, FTA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and their authorized representatives access to records directly related to this contract for audits, examinations, excerpts, and copies. Contractor shall provide reasonable access to relevant personnel and facilities. This duty includes electronic records and applies to its subcontractors as required by the applicable award.

The longer retention period in Section 13 of the main agreement applies. Contractor shall retain contract records for at least six (6) years after the later of final payment under this contract or expiration of the applicable ODOT funding agreement, including extensions. A longer period required by law or the funding agreement controls. The general federal award period in 2 CFR 200.334 is measured from submission of the applicable final financial report, subject to that rule's exceptions; it does not replace a longer contract or funding-agreement period.

Records related to unresolved audit questions, claims, litigation, or other pending matters shall be retained until those matters are resolved and the applicable retention period has ended. Vehicle maintenance records shall be kept for the life of the vehicle and at least three (3) years after disposal, or longer when required under Section 13 of the main agreement or the applicable funding agreement.

Ride Connection maintains electronic maintenance invoices and inspections and, in some cases, electronic pre-trip and post-trip records. Contractor shall give Ride Connection paper vehicle records that Contractor actually holds for the Ride Connection vehicles listed in Exhibit D, including paper pre-trip and post-trip records. This duty also applies when a vehicle is returned or replaced. Contractor need not print duplicate copies of electronic records already held by Ride Connection. If Contractor has no paper records, no paper submission is required. Contractor shall retain any copies needed to meet its own retention duties. These provisions and the applicable subcontractor duties survive expiration or termination.

4 CIVIL RIGHTS AND ACCESSIBILITY

Contractor shall comply with applicable nondiscrimination and equal employment opportunity requirements, including 49 U.S.C. 5332; Title VI of the Civil Rights Act of 1964 and 49 CFR Part 21; Title VII of that Act; the Age Discrimination Act of 1975 and applicable age discrimination in employment law; Section 504 of the Rehabilitation Act of 1973 and 49 CFR Part 27; and the Americans with Disabilities Act and applicable regulations, including 49 CFR Parts 37 and 38.

Contractor shall provide equal access to covered services and facilities and shall not discriminate in employment or service delivery in violation of applicable law or the contract. Contractor shall provide reasonable accommodations and effective communication when required. Contractor shall comply with applicable FTA civil rights requirements identified under Section 1 and include applicable nondiscrimination duties in its subcontracts.

5 DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

The following assurance is required by 49 CFR 26.13(b).

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

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

Contractor shall include this assurance in each covered subcontract. DBE goals, reporting, termination, substitution, and good-faith-effort requirements apply to the extent required by 49 CFR Part 26 and the applicable ODOT or Ride Connection DBE program. If Contractor has committed to a DBE subcontractor to meet a contract goal, it shall obtain required written consent before terminating or substituting that DBE and shall follow 49 CFR 26.53. This clause does not establish a contract goal by itself.

6 PROMPT PAYMENT AND NO RETAINAGE

Contractor shall promptly pay all amounts due to persons supplying labor or materials for the Services. Contractor shall not withhold retainage from subcontractors. These duties apply to DBE and non-DBE subcontractors.

Contractor shall include equivalent prompt-payment and no-retainage provisions in its subcontracts and require compliance at all lower tiers. Contractor shall provide payment information requested by Ride Connection so it can monitor and enforce compliance with 49 CFR 26.29. A payment dispute does not authorize withholding undisputed amounts or an extension prohibited by law. These provisions preserve Section 23 and any applicable law requiring earlier payment.

7 SUSPENSION AND DEBARMENT

Contractor shall comply with 2 CFR Parts 180 and 1200. These rules apply to covered transactions, including procurement contracts expected to equal or exceed $25,000, contracts requiring federal agency approval, and contracts for federally required audit services. Covered lower-tier contracts are subject to 2 CFR 180.220 and 1200.220.

Before entering a covered transaction, Contractor shall verify that the other party is not excluded or disqualified, using a method allowed by 2 CFR 180.300, such as checking SAM.gov, obtaining a certification, or including a contract clause. Contractor shall not knowingly enter a covered transaction with an excluded or disqualified party without required federal approval. Contractor shall make required disclosures and promptly notify Ride Connection of a change affecting eligibility. Contractor shall include the applicable compliance requirement in each covered lower-tier transaction.

8 FRAUD AND FALSE STATEMENTS

Contractor certifies the truthfulness and accuracy of statements, claims, submissions, and certifications it makes or causes to be made in connection with this contract or the federally assisted project. Applicable federal remedies include 31 U.S.C. 3729 et seq., 31 U.S.C. 3801 et seq., 18 U.S.C. 1001, 49 U.S.C. 5323(l), and 49 CFR Part 31, as amended. Contractor shall include these obligations in each federally assisted subcontract.

9 LEGAL MATTERS AND SUSPECTED MISCONDUCT

Contractor shall promptly notify Ride Connection of a current or prospective legal matter that may affect the Federal Government, the federal award, or enforcement of applicable federal requirements. Covered matters include major disputes, breaches, defaults, litigation, and any matter naming the Federal Government as a party. Contractor shall provide information needed for required notice to ODOT, the FTA Chief Counsel, and the appropriate FTA Regional Counsel.

Contractor shall promptly notify the U.S. DOT Inspector General, the FTA Chief Counsel or the appropriate FTA Regional Counsel, and Ride Connection of potential fraud, waste, abuse, or misconduct involving the federally assisted project. This includes potential false claims, conflicts of interest, bid rigging, misappropriation or embezzlement, bribery, gratuities, or similar misconduct involving federal assistance. Notice shall be provided without delay and without change to the information. Notice to Ride Connection does not replace the required federal notice. Contractor shall include equivalent legal-matter notification requirements in lower-tier covered transactions under 2 CFR 180.220 and 1200.220 and shall pass down the applicable misconduct-reporting duties to subcontractors at every tier.

10 NO FEDERAL GOVERNMENT OBLIGATION

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.

For this clause only, Recipient means Ride Connection as the contracting subrecipient. ODOT is the direct FTA recipient. This clause does not change the federal award status of either party.

11 DOMESTIC PREFERENCES AND RECOVERED MATERIALS

As appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in the United States, as described in 2 CFR 200.322. Contractor shall include this requirement in all subcontracts and purchase orders for work or products under this federally assisted contract.

This preference is separate from FTA Buy America requirements under 49 U.S.C. 5323(j) and 49 CFR Part 661 and Build America, Buy America requirements under 2 CFR Part 184. Those requirements apply only when their coverage and applicable thresholds are met. This exhibit does not authorize a vehicle purchase, construction, or another infrastructure project. Ride Connection shall determine and provide any additional domestic-content requirements before authorizing a change in scope that triggers them.

To the extent applicable to the work and the ODOT funding agreement, Contractor shall comply with 2 CFR 200.323, Section 6002 of the Solid Waste Disposal Act, and 40 CFR Part 247. Covered purchases of designated items shall contain the highest practicable percentage of recovered materials consistent with satisfactory competition when the purchase price exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000. Applicable solid waste management services shall maximize energy and resource recovery.

12 PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

Contractor shall comply with 2 CFR 200.216 and 200.471. Contractor shall not use federal award funds to procure or obtain, renew or extend a contract to procure or obtain, or enter into a contract to procure or obtain prohibited telecommunications or video surveillance equipment,

services, or systems. The prohibition covers equipment, systems, or services that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as defined by the applicable law. Contractor shall include this requirement in applicable subcontracts and purchase orders.

13 TRAFFICKING IN PERSONS

The following provision is reproduced from FTA Master Agreement 34, Section 4(f)(3)(ii), with "XXX" replaced by "Contractor":

Contractor agrees that it and its employees that participate in the Recipient's Award, may not:

Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect,

Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or

Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

For the prescribed trafficking provision, Recipient means ODOT, and Recipient's Award means the FTA award supporting the applicable ODOT funding agreement. Contractor shall comply with the applicable trafficking definitions and requirements in 2 CFR Part 175 and the governing FTA Master Agreement. Contractor shall immediately notify Ride Connection of any information received from any source alleging a violation. Ride Connection shall immediately inform FTA and notify ODOT. Contractor shall include the prescribed provision in each applicable lower-tier agreement with a private entity, replacing the party designation only. Ride Connection may terminate this contract for a violation as allowed by the applicable funding terms and law.

14 FEDERAL TAX LIABILITY AND FELONY CONVICTIONS

Before execution of this contract, Contractor shall provide Ride Connection a certification that Contractor: (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. The certification statements in (A) and (B) reproduce FTA Master Agreement 34, Section 4(g)(1)(i)(A) and (B).

If Contractor cannot make either certification, it shall disclose that fact to Ride Connection before award. Ride Connection shall refer the matter through ODOT to FTA and shall not enter the affected agreement without the written FTA approval required by the applicable funding terms. Contractor shall pass this requirement to participants at all lower tiers without regard to the value of the subagreement. Before entering an affected lower-tier agreement, Contractor shall obtain these certifications from the prospective participant. If that participant cannot certify, Contractor shall notify Ride Connection for referral through ODOT to FTA and shall not enter the affected agreement without FTA's required written approval.

15 VEHICLE OPERATIONS AND SAFETY

When Contractor operates or controls a federally assisted vehicle, Contractor shall comply with applicable charter service requirements under 49 U.S.C. 5323(d) and 49 CFR Part 604, and school bus requirements under 49 U.S.C. 5323(f) and 49 CFR Part 605. Contractor shall not use federally assisted equipment or facilities for prohibited charter or exclusive school bus service.

Authorized exemptions and exceptions remain available, including the Section 5310 program-purpose exception in 49 CFR 604.2(e) when its conditions are met.

FTA drug and alcohol testing under 49 CFR Part 655 applies only when the operations and funding are covered by that rule. Section 5310 funding alone does not trigger Part 655. Contractor shall comply with any other applicable testing requirements, including commercial driver requirements under 49 CFR Parts 40 and 382 when applicable. If another source of funding or a change in operations triggers Part 655, Ride Connection shall identify the applicable requirements before the affected work begins.

Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel operating company-owned, company-rented, or personally operated vehicles in connection with the award. Contractor shall comply with applicable driving safety laws. The following U.S. DOT distracted-driving special provision is reproduced from FTA Master Agreement 34, Section 34(b)(3)(i) and (ii):

(i) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

In the reproduced special provision, Recipient means ODOT as the direct FTA recipient, and Award means the applicable FTA award. Ride Connection shall implement the applicable award duties as ODOT's subrecipient. Contractor is encouraged to comply with this special provision and shall include it in each federally assisted lower-tier agreement. Contractor shall include a seat belt use provision in applicable lower-tier agreements.

16 OTHER REQUIREMENTS WHEN THE WORK IS COVERED

Contractor shall comply with applicable energy conservation requirements in the state energy conservation plan issued under the Energy Policy and Conservation Act, 42 U.S.C. 6321 et seq., to the extent required by the funding agreement.

If Ride Connection authorizes federally funded international air transportation, Contractor shall comply with the Fly America Act, 49 U.S.C. 40118, applicable federal travel requirements, and any authorized exceptions. Contractor shall document any permitted use of a foreign-flag carrier and include the applicable requirement in affected subcontracts.

If the work involves ocean transportation of federally financed goods, Contractor shall comply with applicable cargo preference requirements under 46 U.S.C. 55305 and 46 CFR Part 381, including required U.S.-flag vessel use, shipping reports, and flow-down clauses.

Public transportation employee protective arrangements under 49 U.S.C. 5333(b) apply only if required for the particular funding and services. They are not imposed solely because this contract uses Section 5310 funds. Any applicable Department of Labor arrangement shall be identified and provided by Ride Connection before the affected work begins.

17 TERMINATION AND REMEDIES

Termination for convenience and default is governed by Sections 14 and 15 of the contract. Those sections state the grounds, notice and cure procedures, and payment or settlement rights. Section 14 permits termination for convenience on thirty (30) days' written notice and addresses payment for completed Services and reasonable close-out costs. Section 15 addresses immediate termination for serious safety defaults and notice with a reasonable cure period of no more than fifteen (15) days for other defaults. Notices shall follow Section 21.

Contractor shall protect and account for Ride Connection property and deliver required records when the contract ends. Ride Connection may use the contract remedies for noncompliance, subject to applicable law and mandatory funding requirements. Contractor shall include termination for cause and convenience provisions, including the manner of termination and basis for settlement, in covered contracts exceeding $10,000 as required by 2 CFR Part 200, Appendix II(B).

18 USE OF FEDERAL FUNDS FOR LOBBYING

Contractor shall not charge federally prohibited lobbying costs to the award. A change in contract value, funding, or scope may require additional terms. Ride Connection shall review those requirements before approving the change. An applicable express ODOT funding condition remains effective even when a federal threshold alone would not require it.

19 SEVERABILITY

If a provision of this contract or an amendment is found invalid, the remaining provisions that conform to applicable law and federal funding requirements remain in effect.