

**EXHIBIT A - CAPITAL AREA TRANSIT SYSTEM (CATS)  
TERMS AND CONDITIONS  
FEDERALLY ASSISTED SUPPLY OR SERVICE CONTRACT**

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**The Contractor clauses and provisions of this Exhibit apply to all Federally assisted Supply and Service contracts. These provisions supersede and take precedence over any other clause or provision contained within this contract which may be in conflict therewith.**

**1. Acceptance.** This order becomes the exclusive agreement between the parties, subject to the terms and conditions herein, in addition to any applicable Request for Proposals (RFP) or Invitation to Bid (ITB) provisions not modified herein. Acceptance of this order must be in strict accordance with its terms, including these terms and conditions. Any additional or different terms or conditions expressed in the acceptance shall be void and of no effect unless accepted in writing by CATS. No changes in, modifications of, or revisions to, this order shall be valid unless in writing and signed by the Contracting Officer.

**2. Definitions.** As used herein, "CATS" means the Capital Area Transit System, and "Seller" means the party identified on the face of this order. The "Contracting Officer" means the person executing this order on behalf of CATS, his duly appointed successor, and his authorized representative acting within the limits of his authority. "Delivery" shall mean completion if this order is for services or construction.

**3. Delivery.** Time and rate of deliveries are of the essence of this order. Seller's failure to deliver at the time and rate specified shall be the basis for rejection and default termination by CATS.

**4. Changes.** The Contracting Officer shall have the right, without notice to sureties, to make changes in this order by a notice in writing to the Seller. If such changes cause an increase or decrease in Seller's cost of or time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim for equitable adjustment must be asserted by the Seller within 30 days from the date of receipt of the change order. Failure to agree on any adjustment shall be resolved under the Disputes Clause hereof, and nothing contained in this clause shall relieve the Seller from proceeding without delay in the performance of this order as changed.

**5. Inspection and Acceptance.** Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Seller unless the loss results from negligence of the CATS. Notwithstanding any requirements for inspection and test by CATS contained elsewhere in this order, except where specialized inspections or tests are specified for performance solely by CATS, the Seller shall perform or have performed the inspections and tests required to substantiate that the supplies, services, and construction provided under this order conform to the drawings, specifications, and other requirements listed herein, including, if applicable, the technical requirements for the manufacturers' part numbers specified herein.

**6. Disputes & Governing Law.** All claims, counterclaims, disputes and other matters in question between CATS and the Seller arising out of or relating to this agreement or its breach will be decided by the 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana. However, the parties may agree in writing to binding arbitration under the conditions stated in such writing.

**7. Variation in Quantity.** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances to manufacturing processes, and then only to the extent, if any, specified elsewhere in this order.

**8. Payments.** Invoices shall be submitted in triplicate (one copy shall be marked "Original"), unless otherwise specified and shall contain the following information: purchase order number; item number; purchase order description of supplies, services, or construction; sizes; quantities; unit prices; and extended totals. Unless otherwise specified, payment will be made on partial deliveries accepted by CATS when the amount due on such deliveries so warrants,

*Invoices will be paid 30 days from receipt of the invoice or 30 days from receipt of the order, whichever is later, unless other payment terms have been agreed upon in writing*

**9. Commercial Warranty.** The Seller agrees that the supplies or services furnished under this purchase order (i) are of merchantable quality and suitable for their intended use or purpose, (ii) comply with any and all product descriptions or specifications referenced in this order, and (iii) are further covered by the most favorable commercial warranties the Seller gives to any customer for such supplies or services. The Seller further agrees that the rights and remedies provided herein are in addition to and do not limit, any rights afforded to CATS by any other provision of this order or by law.

**10. Termination for Default.** The Contracting Officer may by written notice terminate this order, in whole or in part, for failure of the Seller to perform any of the provisions hereof within the time periods specified. In such event, the Seller shall be liable for damages, including the excess cost of reprocurring similar supplies or services or completing construction; provided that, if (i) it is determined for any reason that the Seller was not in default or (ii) the Seller's failure to perform is without his and his subcontractor's control, fault, or negligence the termination shall be deemed to be a termination for convenience under paragraph 12. As used in this provision, the term "subcontractor" and "subcontractors" means subcontractors, vendors, and suppliers at any level.

**11. Termination for Convenience.** The Contracting Officer may, by written notice, terminate this order, in whole or in part, when it is in the best interest of CATS. In the event of such termination, CATS shall be liable only for payment in accordance with the payment provision of this purchase order for supplies delivered, or services or construction completed, prior to the effective date of the termination and which are accepted by CATS.

**12. Federal, State, and Local Taxes.** The price of this order includes all applicable federal, state, and local taxes and duties. CATS is exempt from Louisiana state and local sales and use taxes, and any such taxes included on any invoice or voucher received by CATS shall be deducted from the amount of the invoice or voucher for purposes of payment.

**13. Assignment.** The Seller shall not assign the whole or any part of this order or any monies due or to become due hereunder without the prior written consent of the Contracting Officer.

**14. Equal Opportunity.** During the performance of this order the Seller agrees that it will afford equal opportunity to all employees and applicants for employment without regard to race, color, religion sex, handicapping conditions, or national origin. The Seller agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the Seller's commitment to the requirements of this provision. The Seller further agrees to use its best efforts to afford equal opportunity for employment to subcontractors, vendors, and suppliers owned and controlled by ethnic minorities or women in accordance with Title 49, Part 26 of the Code of Federal Regulations.

**15. Interest of Public Officials.** The Seller represents and warrants that no employee official, or member of the Board of Commissioners at CATS is or will be pecuniarily interested or benefited directly or indirectly in this order. The Seller further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee official or member of the Board of Commissioners of CATS with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this order. For breach of any representation or warranty in this clause, CATS shall have the right to annul this order without liability and/or have recourse to any other remedy it may have at law.

**16. Energy Conservation.** The Seller shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321, *et seq.*

**17. Access to Records & Reports.** The Seller agrees to permit the Secretary of the Department of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect and copy all project work, materials, payrolls, and other data and to audit the books, records and accounts of the Seller pertaining to this contract. The Seller shall retain all records for three years after final payment and all other pending matters are closed.

**18. Government-wide Debarment & Suspension.** If this contract is expected to equal or exceed \$25,000 or is a contract for federally required auditing services, this contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Seller is required to verify that none of the Seller, 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 covered transaction it enters into.

**19. Federal Changes.** Seller 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 Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Seller's failure to so comply shall constitute a material breach of this contract. All standards or limits set forth in

this agreement to be observed in the performance of the contract are minimum requirements.

**20. No Federal Government Obligation.** CATS and the Seller 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 CATS, the Seller, or any other party (whether a party or not to the 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 FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**21. Program Fraud & False or Fraudulent Statements & Related Acts.** The Seller acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sec. 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies, 49 CFR Part 31, apply to its actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of contract. Upon execution of the underlying contract, the Contractor 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. Sec. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Sec. 1001 and 49 U.S.C. Sec. 5307(n) (1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above language in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**22. 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 Seller shall not perform any act, fail to perform any act, or refuse to comply with any CATS requests which would cause CATS to be in violation of the FTA terms and conditions.

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(continued)**

**1. CIVIL RIGHTS LAWS AND REGULATIONS - (EEO, Title VI, ADA & ADA Access)**

**Applicability to Contracts-** The following Federal Civil Rights laws and regulations apply to all contracts.

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
  - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
  - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

**Civil Rights and Equal Opportunity**

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.

1. **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.
2. **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.

3. **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.
4. **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.