

**STANDARD TERMS AND CONDITIONS
LANE TRANSIT DISTRICT
CONTRACTS FOR THE PURCHASE OF GOODS AND SERVICES**

1. DEFINITIONS: "Contract" means the entire written agreement between the parties, and may include, but not limited to, the Invitation for Bid or Request for Proposal and its specifications, terms and conditions; instructions to bidders; change notices, if any; the accepted bid or quote; and the Purchase Order price agreement document; "Contractor" means a person or organization with whom Lane Transit District (LTD) has contracted for the purchase of goods. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous; "ORS" means the Oregon Revised Statutes; "LTD" means the Lane Transit District; "Goods" includes supplies, equipment, materials, personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto. "Services" includes personal services as designated by LTD Policy and ORS Chapters 279A, 279B and 279C, and may include professional services or construction-related services depending on the nature of the work.

2. AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of LTD.

3. WAIVER: Failure of LTD to enforce any provision of this contract shall not constitute a waiver or relinquishment by LTD of the right to such performance in the future nor of the right to enforce any other provision of this contract.

4. ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without prior written approval of LTD. No such written approval shall relieve Contractor of any obligations of this contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the contract as if no such assignment had occurred.

5. SUCCESSORS IN INTEREST: The provisions of this contract shall be binding upon and shall inure to the benefit of the parties to the contract and their respective successors and assigns.

6. COMPLIANCE WITH ALL GOVERNMENT REGULATIONS: Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the goods to be purchased under this contract. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.

7. NONDISCRIMINATION: Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

8. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

9. ATTORNEY FEES: In the event a lawsuit of any kind is instituted on behalf of LTD to collect any payment due or to obtain performance of any kind under this contract, Contractor shall pay such additional sums as the court may adjudge as reasonable attorney fees plus all costs and disbursements at trial and on any appeal.

10. HOLD HARMLESS: Contractor shall indemnify, defend and hold harmless LTD and its officers, divisions, agents, employees, and members, from all claims, suits or actions of any nature arising out of the activities of Contractor, its officers, subcontractors, agents or employees under this contract.

11. WARRANTIES: Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code (ORS Chapter 72) are incorporated in this contract. All warranties shall run to LTD.

12. INSURANCE REQUIREMENTS: Contractor shall, at its sole expense, maintain in effect during the term of this contract insurance coverage as specified below. All insurance shall be provided by insurers authorized to do business in the State of Oregon and having an A.M. Best rating of not less than A- (VII). The Contractor shall provide certificates of insurance evidencing the required coverage prior to commencement of any work under this contract.

a. Commercial General Liability Insurance: Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability Insurance for the indemnity provided under this contract and Product and Completed Operations. Such insurance shall be primary and non-contributory. Coverage shall be a minimum of \$2,000,000 per occurrence, and \$2,000,000 aggregate.

b. Automobile: Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

c. Workers' Compensation and Employers' Liability Insurance: The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that comply with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

d. Errors and Omissions: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.

e. Cybersecurity Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the contract, Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

13. SAFETY AND HEALTH REQUIREMENTS: Equipment and service supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Department. Material Safety Data Sheets (MSDS) shall accompany chemicals or hazardous materials with delivery of products.

14. DELIVERY: All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor unless freight is a line item on this purchase order. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to LTD except as to latent defects, fraud and Contractor's warranty obligations.

15. TRAVEL: All travel expenses must be requested and approved by Lane Transit District ("LTD") in advance. Reimbursement for travel will only be provided when the travel is necessary for performance under this Agreement, is reasonable in cost, and complies with 2 C.F.R. Part 200 and applicable Federal Transit Administration (FTA) requirements. Reimbursement shall be limited to actual costs not exceeding the applicable U.S. General Services Administration (GSA) per diem rates, including lodging, meals, and incidental expenses. All travel must involve travel to or from the State of Oregon or a neighboring state, and reimbursement will not exceed the approved GSA rate in effect at the time of travel. Current per diem rates for Eugene, Oregon, can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

16. INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by LTD at times and places determined by LTD. If LTD finds goods furnished to be incomplete or not in

compliance with bid specifications, LTD may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by LTD, LTD may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect LTD's rights as LTD, including the rights and remedies associated with revocation of acceptance under ORS 72.6080.

17. CASH DISCOUNT: If LTD is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

18. PAYMENT: Payment for completion of LTD contracts are normally made within 30 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month on the outstanding balance per ORS prompt payment compliance.

In the event that LTD determines it has made an overpayment to the Contractor under this Contract or any related Purchase Order, the Contractor shall reimburse LTD the full amount of such overpayment. Reimbursement shall be made no later than thirty (30) days following the earlier of (i) the date of termination or expiration of this Contract, or (ii) the date of termination or expiration of the applicable Purchase Order. Reimbursement shall be made by check payable to Lane Transit District or, at LTD's option, by ACH transfer to an account designated by LTD. LTD reserves the right to recover any overpaid amount by offset against any payments due to the Contractor under this or any other agreement between the parties.

19. ACCESS TO RECORDS: LTD, the federal government and their duly authorized representatives shall have access to books, documents, papers and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts for a period of three (3) years past the completion date of the contract.

20. TERMINATION: This contract may be terminated by mutual consent of both parties or by LTD at its discretion. LTD may cancel an order for goods at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this contract as directed by LTD. If this contract is so terminated, Contractor shall be paid in accordance with the terms of the contract for goods delivered and accepted which cannot be mitigated by resale as provided in the Uniform Commercial Code (ORS 72.7060).

21. FORCE MAJEURE: Neither party of this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. LTD may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.

22. BREACH OF CONTRACT: Should Contractor breach any of the provisions of this contract, LTD reserves the right to cancel this contract upon written notice to Contractor. Contractor shall be liable for any and all damages incidental and consequential suffered by LTD as the result of remedies provided under the Uniform Commercial Code (ORS Chapter 72) in the event of a breach of contract by Contractor. In the event of repeated breach of contracts, Contractor shall be subject to disqualification as a bidder on LTD contracts.

23-A. AWARD TO FOREIGN CONTRACTOR: If the amount of this contract exceeds \$10,000 and if the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to this contract. LTD shall withhold final payment under this contract until Contractor has met this requirement.

23-B. LTD PAYROLL TAX: Contractors and authorized subcontractors must pay LTD Payroll Tax when performing work in relation to this contract.

24. REMEDIES: This contract shall be governed and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts, and any litigation arising out of this contract shall be conducted in the courts of the State of Oregon.

25. STANDARD AND SPECIAL TERMS AND CONDITIONS: The terms and conditions on this page are standard to LTD contracts for the purchase of goods and specified services. There may also be special terms and conditions in an Invitation for Bid, Request for Quotation, or Request for Proposal which apply only to this purchase Contract. In the event of a conflict between the standard and special terms, the latter take precedence.

All purchases are subject to the provisions and requirements of the Oregon Revised Statutes, the Oregon Attorney General's Model Public Contract Rules, and the Lane Transit District's Review Board; and, not in conflict with regulations required by Federal Transit Administration or the Federal Acquisition Regulations.

FEDERAL REGULATIONS

IF ALL OR PART OF THIS CONTRACT IS FEDERALLY FUNDED. Contractor shall comply with the following applicable federal regulations in addition to all other specifications, terms and conditions presented in the solicitation or contract documents, where applicable.

These clauses are explained at the LTD website (www.ltd.org - choose *About LTD; Business Center; Procurement*).

Contractor shall comply with the following provisions regardless of the contract amount:

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| Equal Employment Opportunity (EEO) Requirements | FTA CIRC 4704.1A as amended Executive Order 11246 49 U.S.C. § 5323(h) (3) 49 U.S.C. § 5332 42 U.S.C. § 2000e 29 U.S.C. §§ 621- 634 29 C.F.R. part 1625 42 U.S.C. § 6101 45 C.F.R. part 90 29 U.S.C. § 794 42 U.S.C. § 12101 42 U.S.C. § 4151 |
| Drug and Alcohol Testing | 49 U.S.C. § 5331 49 CFR Part 40 49 CFR PART 655 49 CFR PART 382 |
| Charter/School Bus Requirements | 49 U.S.C. § 5323 (d) or (r) 49 CFR PART 604 |
| Cargo Preference | 46 U.S.C. § 55305 46 CFR PART 381 |
| Fly America | 49 U.S.C. § 40118 41 CFR Part 301-10 |
| Seismic Safety | 42 U.S.C. § § 7701-7709 49 CFR PART 41 |
| Energy Conservation Requirements | 42 U.S.C. § § 6321-6327 49 CFR PART 622 Subpart C |
| Bus Testing | 49 U.S.C. § 5318 (e) 49 CFR PART 665 |
| Pre-Award and Post-Delivery Audit Requirements | 49 U.S.C. § 5323 (m); 49 CFR PART 663 as amended |
| Access to Records and Reports | 49 U.S.C. § 5325 49 CFR § 18.36 (i) 49 CFR § 633.17 |
| Federal Changes | 49 CFR PART 18 |
| No Government Obligation to Third Parties | FA MA (17) § 2.f |

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| Program Fraud | 31 U.S.C §§ 3801-3812 18 U.S.C § 1001 49 C.F.R 31 |
| ADA Access | 42 U.S.C. § 12101 et seq.; 29 USC § 794; 49 U.S.C. § 5301 (d); Section 504 of the Rehabilitation Act of 1973 as amended |
| Civil Rights | FTA CIRC 4702.1A as amended, 49 U.S.C. § 5332 NUMEROUS, SEE MANUAL |
| Patent Rights, Rights in Data | 37 CFR PART 401; 35 U.S.C. § 200 et seq.; 37 CFR Part 401 |
| Transit Employee Protective Agreements | 49 U.S.C. § 5310, § 5311, § 5333 29 CFR Part 215 as amended |
| Disadvantaged Business Enterprises (DBE) | 49 CFR PART 26; Section 1101 (b) of FAST Act |
| Prompt Payment Requirements | 49 CFR § 26.29 |
| State and Local Law Requirements | VARIOUS SOURCES |
| Incorporation of FTA Terms | FTA CIRC 4220.1F, as amended |

Contractor shall comply with the following provisions for construction work exceeding \$2,000:

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| Davis-Bacon Act | 40 U.S.C. § 3141, et seq. 49 U.S.C. § 5333 (a); 29 CFR 5 |
| Contract Work Hours and Safety Standards | 40 U.S.C. § 3701 et seq.; 40 U.S.C. § 3702 29 CFR Part 5, 29 CFR § 5.2(h) |
| Copeland Anti-Kickback Act | 40 U.S.C. § 3145 18 USC § 874 |

Contractor shall comply with the following provisions if contract value exceeds \$10,000:

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| Recycled Products (Total purchased in current or previous FY) | 42 U.S.C. 6962 40 CFR PART 247, EX. ORDER 12873 |
| Termination (for Convenience & Default) | 49 U.S.C. PART 18, FTA CIRC 4220.1F, as amended |

Contractor shall comply with the following provisions if contract value exceeds \$25,000:

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| Government-wide Debarment and (Suspension Nonprocurement) | 2 CFR Part 180 2 CFR Part 2100 |
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Contractor shall comply with the following provisions of the FAR if contract value exceeds \$100,000:

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| Build America, Buy America Requirements | 49 U.S.C. § 5323 (j) 49 CFR PART 661 49 U.S.C. § 24405(a) |
| Contract Work Hours and Safety Standards | 40 U.S.C. § 3701 et seq.; 40 U.S.C. § 3702 29 CFR Part 5, 29 CFR § 5.2(h) |
| Environmental Requirements | 42 U.S.C. 4321 et seq |
| Lobbying | 31 U.S.C. § 1352 49 CFR PART 20 |
| Bonding Requirements | FTA CIRC 4220.1F, Chapter IV |
| Clean Air | 42 U.S.C. 7401 et seq.; 40 CFR 15.61 49 CFR PART 18 49 CFR PART 20 |
| Breach of Contract and Dispute Resolution | 49 CFR PART 18 FTA CIRC 4220.1F, as amended |

CFR = Code of Federal Regulations; FAR = Federal Acquisition Regulations; FTA = Federal Transit Administration;
U.S.C. = United States Code; EO = Executive Order; CIRC = Circular; LTD = Lane Transit District.